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**RECORDATION REQUESTED BY:**

Washington Mutual Bank  
Southern Oregon Business Banking Center  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501

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**WHEN RECORDED MAIL TO:**

Washington Mutual Bank  
Southern Oregon Business Banking Center  
601 Crater Lake Avenue  
P.O. Box 1047  
Medford, OR 97501

State of Oregon, County of Klamath

Recorded 03/07/2002 10:54a m.

Vol M02, Pg 13561-62

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

**SEND TAX NOTICES TO:**

Linda J. Collins  
3853 Meadow Park Lane  
Torrance, CA 90505

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated February 12, 2002, is made and executed between Linda J. Collins, whose address is 3853 Meadow Park Lane, Torrance, CA 90505 ("Grantor") and Washington Mutual Bank, Southern Oregon Business Banking Center, 601 Crater Lake Avenue, P.O. Box 1047, Medford, OR 97501 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 1, 1991 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded July 1, 1991 as Instrument No. 31335 in Klamath County, Oregon, as modified from time to time.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

See Exhibit "A" attached hereto and by this reference incorporated herein

The Real Property or its address is commonly known as South Sixth & Madison, Klamath Falls, OR 97603.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

Pursuant to the execution of that certain Promissory Note of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to March 12, 2012.

The section titled Grantor under the Definitions section is to be deleted. The following shall apply:

Grantor. The word "Grantor" means any and all person and entities executing this Deed of Trust, including without limitation Linda J. Collins.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 12, 2002.**

**GRANTOR:**

x Linda J. Collins  
Linda J. Collins, Individually

**LENDER:**

x Ranse L. Herzinger  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Oregon

COUNTY OF Klamath

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared Linda J. Collins, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>TH</sup> day of FEBRUARY, 2002.

By Ranse L. Herzinger

Residing at 5305 HILDALE, Klamath Falls, OR 97603

Notary Public in and for the State of OREGON

My commission expires May 30, 2002

MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF OREGON

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COUNTY OF KLAMATH

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On this 27<sup>th</sup> day of FEB, 2002, before me, the undersigned Notary Public, personally appeared RANSE HERZINGER and known to me to be the BUSINESS BANKING OFFICER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Ann Cook Hampton

Residing at KLAMATH FALLS OR

Notary Public in and for the State of OREGON

My commission expires \_\_\_\_\_

LASER PRO Lending, Ver. 6.17.10.07 Copr. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. OR J\CFI-WINCFILPLUG202.FC TR-23286 PR-37

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

Lot 1 in Block 1 of Agri-Commeroe Center, Traot 1237, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

That portion of Lot 2 in Block 1 of Agri-Commeroe Center, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Commencing at the initial point of the Agri-Commeroe Center; running thence North 89°16'53" East 258.78 feet; thence North 20°14'35" West 164.97 feet; thence North 45°09'00" East 112.02 feet to the True Point of Beginning; thence North 52°30'40" West 173.94 feet; thence 26.03 feet along a 70.00 foot radius curve left, the long chord of which bears North 44°40'41" East 25.88 feet; thence North 34°01'31" East 73.97 feet to the Southeasterly right-of-way line of South Sixth Street; thence along said right of way line South 55°05'57" East 52.52 feet; thence South 51°20'32" East 136.06 feet; thence leaving said right-of-way, South 45°09'00" West 100.00 feet to the True Point of Beginning.

PARCEL 3:

That portion of Lot 3 in Block 1 of Agri-Commeroe Center, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly right of way line of Patterson Street, said point being North 01°03'15" West 218.49 feet from the initial point of the Agri-Commeroe Center; running thence North 01°03'15" West 110.00 feet; thence leaving said right-of-way line, North 88°56'45" East 110.62 feet; thence 18.90 feet along a 70.00 foot radius curve left, the long chord of which bears North 81°12'13" East 18.84 feet; thence South 01°03'15" East 112.54 feet; thence South 88°56'45" West 129.29 feet to the True Point of Beginning.