

04 FEB 18 AM 10:49

01-29-2004 08:51am From-WaMu GP MIDLAND 3067

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T-786 P.004/008 F-921

RECORDATION REQUESTED BY:

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

Vol M04 Page 09250

State of Oregon, County of Klamath
Recorded 02/18/2004 10:49a m
Vol M04 Pg 9250-51
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

WHEN RECORDED MAIL TO:

Washington Mutual Bank, FA
Commercial Loan Servicing - Houston
P.O. Box 2485, HOU 1547
Houston, TX 77252-2485

SEND TAX NOTICES TO:

LARRY D. MELTON
1050-A N. CARPENTER RD.
MODESTO, CA 95351

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATE 4040

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 1, 2004, is made and executed between LARRY D. MELTON, whose address is 1050-A N. CARPENTER RD., MODESTO, CA 95351 ("Grantor") and Washington Mutual Bank, Southern Oregon Commercial 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 January 21, 1994 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded on January 31, 1994, Volume M94, Page 3456, in Klamath County, State of Oregon.

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

THE NORTH HALF OF LOT 3, BLOCK 6, ALTAMONT ACRES, IN THE COUNTY OF KLAMATH, STATE OF OREGON

The Real Property or its address is commonly known as 3041 & 3041 1/2 BISBEE, KLAMATH FALLS, OR 97601. The Real Property tax identification number is 3809 10AB TL2700

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 April 29, 2004.

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 1, 2004.

GRANTOR:

x [Signature]
LARRY D. MELTON

This document is being recorded as an accommodation only. No information contained herein has been verified.
Aspen Title & Escrow, Inc.

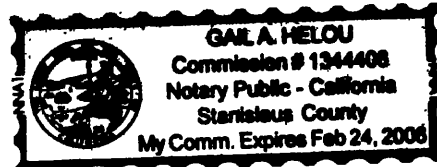
LENDER:

[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California
COUNTY OF Stanislaus

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared LARRY D. MELTON, 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.

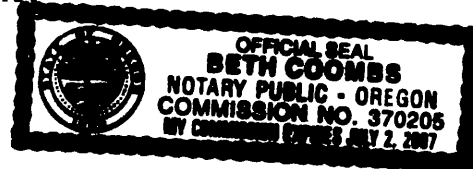
Given under my hand and official seal this 29th day of January, 20 04.
By [Signature] Residing at Modesto Calif.
Notary Public in and for the State of California My commission expires 2/24/06

26A

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Josephine



On this 3rd day of February, 2004, before me, the undersigned Notary Public, personally appeared Dean A. Winkler and known to me to be the V.P. 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 [Signature]
Notary Public in and for the State of Oregon

Residing at Grants Pass
My commission expires 7-2-2007