

04 APR 23 PM 2:39

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 24536

State of Oregon, County of Klamath
Recorded 04/23/2004 2:39 p m
Vol M04 Pg 24536-37
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:

C. JOHN WELLS
22700 SCHAUPP ROAD
KLAMATH FALLS, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Aspen 4006

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 11, 2004, is made and executed between C. JOHN WELLS, an estate in fee simple, whose address is 22700 SCHAUPP ROAD, KLAMATH FALLS, OR 97603 ("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 December 30, 1998 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Recorded on January 5, 1999, Recording #72529 Vol M99, Pages 243-248, 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:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as YONNA DRIVE, KLAMATH FALLS, OR 97603. The Real Property tax Identification number is CODE 114 MAP 3811-700 TL 500 & CODE 114 MAP 3811-V1200 TL100

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

Pursuant to the execution of the certain Promissory Note of even date herewith, Grantor hereby agrees that the maturity date of the Deed of Trust is extended to February 10, 2014; and

Modify Grantor of Deed of Trust described above to C. JOHN WELLS

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 endorers 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 11, 2004.

GRANTOR:

x *C. John Wells*
C. JOHN WELLS

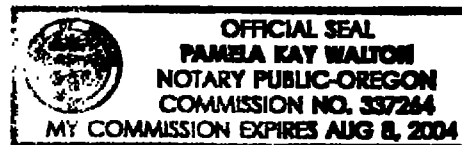
LENDER:

x *Jonathan Wells*
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

)
) ss
)



On this day before me, the undersigned Notary Public, personally appeared C. JOHN WELLS, 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 22 day of April, 2004.

By C. John Wells Residing at Klamath Falls

Notary Public in and for the State of Oregon My commission expires 8-8-04

2004

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

)
) ss
)



On this 26 day of February, 2004, before me, the undersigned Notary Public, personally appeared Jonathan Holmes and known to me to be the Commercial Loan 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 Jay L Stormberg
Notary Public in and for the State of _____

Residing at _____
My commission expires _____