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MODIFICATION OF MORTGAGE

THIS AGREEMENT, made and entered into this 14th day of June 1972, by and between -----JAMES L. O'DONAHUE and HELEN S. O'DONAHUE, Husband & Wife----

hereinafter called the "Mortgagors" and FIRST NATIONAL BANK OF OREGON, a national banking association which is the identical association heretofore known as The First National Bank of Oregon, Portland, hereinafter called the "Mortgagee":

WITNESSETH:

On or about the 17th day of December 1971 the Mortgagors did make, execute and deliver to the Mortgagee their certain promissory note, in the sum of $ 2,500.00 payable in monthly instalments with interest at the rate of 8½ % per annum.

For the purpose of securing the payment of said promissory note, the Mortgagors did make, execute and deliver to the Mortgagee their certain indenture of mortgage, bearing date of 12-17, 1971 on and covering the following described real property, situate in the County of Klamath State of Oregon, to-wit: The Westerly 165' of lots 33 and 34 of Piedmont Heights, less southerly 60' of lot 33 for right of way to Cannon Street, in Piedmont Heights, Klamath County, Oregon 97601.--

which mortgage was duly recorded in the Records of Mortgages of said county and state.

There is now due and owing upon the promissory note and mortgage aforesaid the principal sum of TWO THOUSAND TWO HUNDRED SIXTY ONE AND 25/100---------- ($ 2,261.25) DOLLARS, together with accrued interest thereon, and the Mortgagors desire a modification of the terms of the payment thereof, to which the Mortgagee is agreeable on the terms and conditions hereinafter stated and not otherwise.

NOW, THEREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the parties hereto do hereby agree that the balance now due and owing on the promissory note and mortgage hereinabove described shall be and is payable in one ~~xxxxx~~ instalments of TWO THOUSAND TWO HUNDRED SIXTY ONE AND 25/100------------------------ ($ 2,261.25) DOLLARS ~~xxxx~~ plus ~~interest on the unpaid balance at the rate of~~ 8½ % per annum. The ~~xxxx~~ instalment shall be due ~~and~~ is payable on the 20th day of December 1972 ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

Except as herein modified in the manner and on the terms and conditions hereinabove stated, the said promissory note and mortgage shall be and remain in full force and effect, with all the terms and conditions of which the Mortgagors do agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals and the Mortgagee has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

James L. O'Donahue
James L. O'Donahue

Helen S. O'Donahue
Helen S. O'Donahue

FIRST NATIONAL BANK OF OREGON

By [signature] Asst. Cashier

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of FIRST NATIONAL BANK OF OREGON

this 10th day of JULY A.D. 1972 at 9;12 o'clock A.M., and duly recorded in Vol. M 72, of MORTGAGES on Page 7444

WM. D. MILNE, County Clerk

By Hazel Drazil

FEE $2.00