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## MODIFICATION OF TRUST DEED

THIS AGREEMENT, made and entered into this 26th day of January, 19 73, by and between  
R.H. ALBERTUS and JOYCE ALBERTUS, husband and wife,

hereinafter called the "Grantor" and WESTERN BANK, Coos Bay, Oregon, an Oregon banking corporation, hereinafter called the "Beneficiary":

## WITNESSETH:

On or about the 3rd day of September, 19 71, the Grantors did make, execute and deliver to the Beneficiary their certain promissory note in the sum of \$ 20,000.00 payable in monthly instalments with interest at the rate of 6 1/2 % per annum.

For the purpose of securing the payment of said promissory note, the Grantors did make, execute and deliver to the Beneficiary, their certain trust deed bearing date September 3,, 19 71, conveying to the Beneficiary therein named the following described real property, situate in the County of Klamath,

Terraces, an addition to the City of Klamath Falls,  
the office of the County Clerk of

1133

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

There is now due and owing upon the promissory note aforesaid the principal sum of Twenty Eight Thousand Nine hundred forty-eight dollars and 80/100 - - - (\$28,948.80) DOLLARS, together with accrued interest thereon, and the Grantors desire a modification of the terms of payment thereof, to which the Beneficiary 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 hereinabove described shall be and is payable in monthly instalments of One Hundred Ninety Five dollars and 81/100 - - - (\$195.81) DOLLARS each, including interest on the unpaid balance at the rate of 6 1/2 % per annum. The first instalment shall be and is payable on the 1st day of February, 19 73, and a like instalment on the 1st day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 1st day of August, 19 96. If any of said instalments of either principal or interest are not so paid, the entire balance then owing shall, at the option of the Beneficiary or its successors in interest, become immediately due and payable without notice.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, the said promissory note and trust deed shall be and remain in full force and effect, with all the terms and conditions of which the Grantors 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 Grantors have hereunto set their hands and seals and the Beneficiary has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

R.H. Albertus  
Joyce Albertus

Klamath Falls Branch  
 WESTERN BANK

By Joseph W. Hanc  
 Vice-President and Manager

RE-2B 6-65

2nd Collect  
 UR 4400

1134.

STATE OF OREGON )  
County of Klamath ) ss.  
January 26, 1973

Personally appeared R. H. Alberding and Joyce Alberding, husband and wife,  
and Joseph W. Lance, who is the Vice President and Manager of Western Bank,  
Klamath Falls Branch, and acknowledged the foregoing instrument to be their  
voluntary act and deed.

Before me:

Gertrude H. Marshall  
Notary Public for Oregon

My Commission expires: Feb. 9, 1974

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of WESTERN BANK  
this 31st day of January A. D., 19 73 at 1:01 o'clock P.M., and duly recorded in  
Vol. M 73 of MORTGAGES on Page 1132  
FEE \$ 6.00

WM. D. MILNE, County Clerk  
By W. D. Milne

Western Bank  
P.O. Box 1149  
Klamath Falls, OR