

78482

## MODIFICATION OF TRUST DEED

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THIS AGREEMENT, made and entered into this 18th day of May, 1973, by and between  
Louis H. Strid & Alma M. Strid, Husband & Wife

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

## WITNESSETH:

On or about the 16th day of September, 1970, the Grantors did make, execute and deliver to the Beneficiary their certain promissory note in the sum of \$ 3,250.00 payable in monthly instalments with interest at the rate of 9 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 16,, 1970, conveying to the Trustee therein named the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lot 4, Block 44, Hot Springs Addition, according to the official plat thereof on file in the records of Klamath County, Oregon.

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 \* \* \* \* \*  
 \* \* \* Three Thousand & 00/100ths \* \* \* \* \* (\$ 3,000.00 ) 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 one ~~monthly~~ instalments of \* \* \* Three Thousand & 00/100ths \* \* \* \* \*  
 (\$ 3,000.00 ) DOLLARS each, plus interest on the unpaid balance at the rate of 9 1/2 %

per annum. The first instalment shall be and is payable on the 23rd day of October, 1973, and when the whole sum of principal and interest are due.  
~~and the instalment on the 23rd day of each month thereafter until the principal and interest are fully paid, except that the first payment of principal and interest on the 23rd day of October 1973 shall be due and payable on the 23rd day of October 1973.~~ 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.

STATE OF OREGON )  
 ) ss.  
 County of Klamath )  
 July 2, 1973

Klamath Falls Branch  
 WESTERN BANK

By [Signature]

RE-28 6-551

Personally appeared the above named L. H. Strid and Alma M. Strid, husband and wife, and J. C. Phillips, Asst. Manager of Western Bank, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Carolene 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 3rd day of JULY A. D., 1973 at 11:09 o'clock A M., and duly recorded in  
 Vol. M 73 of MORTGAGES on Page 8451  
 FEE \$ 2.00

WM. D. MILNE, County Clerk

By Hazel Drayton