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## MODIFICATION OF MORTGAGE

THIS AGREEMENT, made and entered into this 11th day of July 19 73,  
by and between HILTON R. THOMAS, a single man,

hereinafter called the "Mortgagors" and WESTERN BANK, KLAMATH FALLS BRANCH  
hereinafter called the "Mortgagee":

## WITNESSETH:

On or about the 8th day of March 19 73, the Mortgagors did make, execute  
and deliver to the Mortgagee their certain promissory note, in the sum of \$ 15,000.00 payable in 120 days  
~~XXXXXX~~ with interest at the rate of 8 1/2 % 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 March 8 19 73,  
on and covering the following described real property, situate in the County of Klamath  
State of Oregon, to-wit:

Lot 10 in Block 12 THIRD ADDITION TO MOYINA, Klamath County, Oregon

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  
Fifteen Thousand and no/100ths----- (\$ 15,000.00 ) 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 60 days in payment of  
XXXXXX Fifteen Thousand  
and no/100ths----- (\$ 15,000.00 ) DOLLARS each.

plus interest on the unpaid balance at the rate of 8 1/2 % per annum. The first installment  
~~XXXXXX~~ day of XXXX, 19 XX, and a like installment of the

the final payment of principal and interest if not sooner paid, shall be due and payable on the 9th  
day of September 19 73. 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 Mortgagee 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 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 provi-  
sions 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.

*Hilton R. Thomas*

WESTERN BANK, KLAMATH FALLS BRANCH

By *Joseph W. Lane*

10197

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 11th day of July, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HILTON R. THOMAS, a single man,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Corrine H. Masterson*  
Notary Public for Oregon.

My Commission expires Feb. 9, 1974

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

ss.

before me appeared

Joseph W. Lance

On this 11th day of July

1973

and

both to me personally known, who being

duly sworn, did say that he, the said Joseph W. Lance, is the Vice President, ~~and Secretary~~ and Manager,

~~Secretary~~ of Western Bank, Klamath Falls Branch the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Joseph W. Lance ~~and~~ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Corrine H. Masterson*  
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 7 day of Aug A. D., 1973 at 10:59 o'clock a. M., and duly recorded in

Vol. M-73, of Mortgages on Page 10196  
fee 4.00

WM. D. MILNE, County Clerk

*William D. Milne*