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81752 MODIFICATION OF TRUST DEED

THIS AGREEMENT, made and entered into this <u>21st</u> day of <u>September</u>, <u>19</u> 73 by and between H. DEAN MASON and JOAN CORALIE MASON, 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 <u>29th</u> day of <u>October</u>, <u>19 70</u>, the Grantors did make, execute and deliver to the Beneficiary their certain promissory note in the sum of \$7,500.00 payable in monthly instalments γ with interest at the rate of <u>9.0</u> % 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 <u>October 29</u>, 19.70, conveying to the Trustee therein named the following described real property, situate in the County of <u>Klamath</u>, State of Oregon, to-wit:

Lots 1, 2, 3, 4 and 5, Block 2, WEST HILLS HOMES, 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 Four Thousand Six Hundred Ninety Seven and 72/100ths------($\frac{14,697.72}{}$) 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 <u>Forty and no/100ths</u>-----

a like instalment on the <u>25th</u> 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 <u>25th</u> day of <u>September</u>, <u>19</u> 74. 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.

Lean Maiser an Coralie Mason

Klamath Falls

WESTERNBANK

RE-28 6-65

Ch 4.00

12845 ORM NO. 23 - ACKNOWLEDGMENT TEYENS-NESS LAW PUB. CO., PORTLAND, ORE. STATE OF OREGON, County of Klamath 19.... September 21st BE IT REMEMBERED, That on this.....day of.... known to me to be the identical individual.⁵ described in and who executed the within instrument and acknowledged to me that they 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. , r. Caroline M. mewhall a.,. Notary Public for Oregon. My Commission expires Feb. 9, 1974 AFCON. い FORM No. 24-ACKNOWLEDGMENT-CORPORATION TEVENS-NESS LAW PUB. CO., PORTLAND, ORE, STATE OF OREGON, Klamath On this 21st day of September , 19 73, County of..... before me appeared Joseph W. Lance and both to me personally known, who being duly sworn, did say that he, the said Joseph W. Lance is the Vice President, and the the said x and Manager of Western Bank, Klamath Falls Branch is Xine Secretary 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 behalt of said Corporation by authority of its Board of Directors, and Joseph W. Lance acknowledge said instrument to be the free act and deed of said Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and alfixed my official seal the day and year last above written. , 1 1 - Caroline IV. monshall · / O Notary Public for Oregon. My Commission expires Feb. 9, 1971 11 8 - 8 - 9 - 4 Ret: Western Benk P.O. Br 1149 K. P. STATE OF OREGON; COUNTY OF KLAMATH; 55. Filed for record at request of _WESTERN BANK this ______ day of SEPTEMBER A. D., 19.73 at ______ o'clock _____ A_M., and duly recorded in on Page 12844 Vol. M 73 _____ of _____MORTGAGES WM. D. MILNE, County Clerk FEE \$ 4.00 Adazel Drazil By. . . . 1124 -160 1.20 Ъ. and the star . 1 Corg-in