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## MODIFICATION OF MORTGAGE

THIS AGREEMENT, MADE AND ENTERED INTO THIS 31st DAY OF December 19 73, BY  
AND BETWEEN DONALD L. SLOAN and HAZEL I. SLOAN, husband and wife,  
HEREINAFTER CALLED THE MORTGAGOR, AND WESTERN BANK,  
COOS BAY, OREGON, AN OREGON BANKING CORPORATION, HEREINAFTER CALLED THE MORTGAGEE:

WITNESSETH: ON OR ABOUT THE 19th DAY OF July 19 73, THE MORTGAGORS  
DID MAKE, EXECUTE AND DELIVER TO THE MORTGAGEE THEIR CERTAIN PROMISSORY NOTE IN THE SUM  
OF \$ 31,300.00, PAYABLE IN 120 days ~~MONTHLY~~ <sup>120 days</sup> ~~INSTALLMENTS~~ 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 MORTGAGE BEARING DATE OF  
July 19, 19 73, CONVEYING TO THE MORTGAGEE THEREIN NAMED THE FOLLOWING DE-  
SCRIBED REAL PROPERTY, SITUATE IN THE COUNTY OF Klamath, STATE OF OREGON, TO-WIT:

Lot 19, Block 5, 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 AFORESAID, THE PRINCIPAL SUM OF  
Thirty One Thousand Three Hundred and no/100ths----- (\$ 31,300.00 ) DOLLARS,  
with interest paid to December 31, 1973  
TOGETHER WITH ACCRUED INTEREST THEREON, AND THE MORTGAGORS DESIRE A MODIFICATION OF THE  
TERMS OF 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 HEREINABOVE DESCRIBED SHALL BE AND IS PAYABLE on ~~IN MONTHLY~~  
~~STATEMENTS OF~~ September 1, 1974  
( \$ 31,300.00 ) DOLLARS EACH, quarterly ~~with~~ INTEREST ON THE UNPAID BALANCE AT THE  
RATE OF 8½ % PER ANNUM. ~~THESE INSTALLMENTS SHALL BE AND IS PAYABLE ON THE~~  
~~DATE OF~~ 1st, AND A 1st ~~FINAL~~ <sup>quarterly</sup> ~~INSTALLMENT~~ <sup>ON THE</sup> 1st ~~DAY OF EACH MONTH~~ <sup>DAY OF EACH MONTH</sup> ~~HEREIN~~  
~~AFTER THE FIRST PAYMENT AND INTEREST ARE DULY PAID, EXCEPT THAT THE FINAL PAYMENT OF~~  
PRINCIPAL AND INTEREST IF NOT SOONER PAID, SHALL BE DUE AND PAYABLE ON THE 1st DAY OF  
September 19 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 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 PROVISIONS THEREOF WERE IN ALL RESPECTS IN-  
CORPORATED 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.

Donald L. Sloan  
Hazel I. Sloan  
Klamath Falls BRANCH  
WESTERN BANK

BY Joseph W. [Signature]

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 31st day of December, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald L. Sloan and Hazel I. Sloan, husband and wife,

known to me to be the identical individual <sup>s</sup> 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.

*Caroline H. Marshall*  
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.

On this 31st day of December, 1973,

before me appeared Joseph W. Lance and

known to me personally known, who being

duly sworn, did say that he, the said Joseph W. Lance is the Vice President, ~~and~~ <sup>Secretary</sup> 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

acknowledge 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.

*Caroline 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 2nd day of JANUARY A. D., 1974 at 11:31 o'clock A. M., and duly recorded in Vol. M 74 of MORTGAGES on Page 7

FEF \$ 4.00

WM. D. MILNE, County Clerk

By *Harold Drazel* Deputy