

## MODIFICATION OF MORTGAGE

THIS AGREEMENT, MADE AND ENTERED INTO THIS 24th DAY OF June 1977, BY  
AND BETWEEN JAVIE F. GRANADOS and TYNE GRANADOS, husband and wife,  
also known as Javier F. Granados,  
HEREINAFTER CALLED THE MORTGAGOR, AND WESTERN BANK,  
COOS BAY, OREGON, AN OREGON BANKING CORPORATION, HEREINAFTER CALLED THE MORTGAGEE:

WITNESSETH: ON OR ABOUT THE 12th day of March, 1976, THE MORTGAGORS DID MAKE, EXECUTE AND DELIVER TO THE MORTGAGEE THEIR CERTAIN PROMISSORY NOTES IN THE SUM OF \$ 7,135.00\*, PAYABLE IN MONTHLY INSTALLMENTS WITH INTEREST AT THE RATE OF 12% 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 March 9, 1976, CONVEYING TO THE MORTGAGEE THEREIN NAMED THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE IN THE COUNTY OF Klamath, STATE OF OREGON, TO-WIT: Lots 4 & 5, Block 18, INDUSTRIAL ADDITION to the City of Klamath Falls, Klamath County, Ore.

\*OT 8813, orig. amt., \$3,000, dated 2-4-75, present balance, \$2067.57, maturity, 6-25-78; OT 9319, original amount, \$1,500.00, dated 9-12-75, present balance, \$1262.27, maturity, 6-25-78; OT 8812, original amount, \$2635.00, dated 2-4-75, present balance, \$1153.56, maturity, 6-25-78.

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 Four Thousand Four Hundred Eighty Three and 40/100ths----- (\$ 4,483.40 ) DOLLARS. 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 IN MONTHLY INSTALMENTS OF One Hundred Ten and no/100ths----- (\$ 110.00) DOLLARS EACH, including INTEREST ON THE UNPAID BALANCE AT THE RATE OF 9.75 % PER ANNUM. THE FIRST INSTALMENT SHALL BE AND IS PAYABLE ON THE 5th DAY OF July 19 77, AND A LIKE INSTALMENT ON THE 5th 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 25th DAY OF June 19 78. 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 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 HEREFOROVER WRITTEN.

Return to

**WESTERN BANK**  
P. O. Box 669  
Salt Lake City, Utah 84101

Javier F. Granados  
+ Zyre Granados  
Klamath Falls  
WESTERN BANK  
BY  BRANCH

1-2

11316

STATE OF OREGON,

County of Klamath

ss.

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

BE IT REMEMBERED, That on this 24th day of June, 19 77, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Javier F. Granados and Tyne Granados, husband and wife,

known to me to be the identical individual s 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 A. Marshall*  
Notary Public for Oregon.  
My Commission expires 2-9-78

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

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

STATE OF OREGON,

County of Klamath  
before me appeared T. Davisson

ss.

On this 24th day of June, 19 77

~~and~~ to me personally known, who being duly sworn, did say that he, the said T. Davisson is the ~~President, and he, the said~~ Assistant Manager ~~in the~~ ~~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 ~~T. Davisson~~ ~~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 A. Marshall*  
Notary Public for Oregon.  
My Commission expires 2-9-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

ed for record at request of TRANSAMERICA TITLE INS. CO

his 27th day of June A. D. 19 77 at 3:29 o'clock P. M.

duly recorded in Vol. M77, of MORTGAGES on Page 11315

FEE \$ 6.00

Wm D. MILNE, County Clerk

By *Hazel May*