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## MODIFICATION OF MORTGAGE

THIS AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_, BY  
AND BETWEEN ROLLIN V. TUTER and BERDENE F. TUTER, 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 28th DAY OF November 1975, THE MORTGAGORS DID MAKE, EXECUTE AND DELIVER TO THE MORTGAGEE THEIR CERTAIN PROMISSORY NOTE IN THE SUM OF \$ 30,993.32, PAYABLE IN MONTHLY <sup>Interest</sup> ~~INSTALLMENTS~~ WITH INTEREST AT THE RATE OF 9.5 % 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 November 28, 1975, CONVEYING TO THE MORTGAGEE THEREIN NAMED THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE IN THE COUNTY OF Klamath, STATE OF OREGON, TO-WIT:

Lot 5, Block 97, KLAMATH ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of 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 Twenty One Thousand Seven Hundred Twenty Two & 42/100ths (\$ 21,722.42 ) 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 <sup>On demand, if no demand, then</sup> ~~IN MONTHLY~~ ~~STALMENTS OF~~  
~~STALMENTS OF~~ 100 DOLLARS EACH, plus INTEREST ON THE UNPAID BALANCE AT THE  
RATE OF 9.5 % PER ANNUM. ~~THE FIRST INSTALLMENT SHALL BE AND IS PAYABLE ON THE~~  
~~DRAWER~~ 100, AND ~~A LIKE INSTALLMENT ON THE~~ 15th DAY OF EACH MONTH THERE-  
AFTER 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 15th DAY OF  
January 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 HEREINABOVE WRITTEN.

Return to:

WESTERN BANK  
P. O. Box 659  
Klamath Falls, Ore. 97601

Klamath Falls BRANCH  
WESTERN BANK

BY



13758

STATE OF OREGON,

County of Klamath

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

BE IT REMEMBERED, That on this 27th day of July, 1977,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Rollin V. Tuter

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.

*Allen M. Tard*  
Notary Public for Oregon,  
My Commission expires Jan 28, 1979

STATE OF OREGON,

County of Klamath

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

BE IT REMEMBERED, That on this 27th day of July, 1977,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Berdene F. Tuter

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that she 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.

*Bertha Upenwak*  
Notary Public for Oregon,  
My Commission expires 6/20/79

FORM NO. 24 — ACKNOWLEDGMENT — CORPORATION.

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

STATE OF OREGON,

County of Klamath

before me appeared Joseph W. Lance

On this 27th day of July, 1977,

and both to me personally known, who being

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

is the Secretary of Western Bank

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-  
tion, 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.

*Bertha Upenwak*  
Notary Public for Oregon,  
My Commission expires 6/20/79

STATE OF OREGON, COUNTY OF KLAMATH;

Filed for record at Klamath Falls

this 1st day of AUGUST

A. D. 1977 at 4:30 P. M.

duly recorded in Vol. M77 of Mortgages

on Page 13757

FEE \$ 6.00

W. D. MILNE, County Clerk

By *Hazel Drake*