

## MODIFICATION OF MORTGAGE

THIS AGREEMENT, MADE AND ENTERED INTO THIS 30 DAY OF September 19 77, BY AND BETWEEN Mark Scrimsher & Susan Scrimsher, Husband & Wife \* \* \* \* \*  
 \* \* \* \* \* HEREINAFTER CALLED THE MORTGAGOR, AND WESTERN BANK,  
 COOS BAY, OREGON, AN OREGON BANKING CORPORATION, HEREINAFTER CALLED THE MORTGAGEE:

WITNESSETH: ON OR ABOUT THE 21 DAY OF June 19 77, THE MORTGAGORS DID MAKE, EXECUTE AND DELIVER TO THE MORTGAGEE THEIR CERTAIN PROMISSORY NOTE IN THE SUM OF \$ 30,600.00, PAYABLE IN ~~MONTHLY~~ <sup>MONTHLY</sup> INSTALLMENTS WITH INTEREST AT THE RATE OF 9 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 MORTGAGE BEARING DATE OF June 21 st, 19 77, CONVEYING TO THE MORTGAGEE THEREIN NAMED THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE IN THE COUNTY OF Klamath, STATE OF OREGON, TO-WIT: Lot 7 in Block 13, First addition to the Meadows, Tract 1071, 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 Thirty Thousand-Six Hundred and <sup>00</sup> 100 \* \* \* \* \* (\$30,600.00) 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 <sup>one</sup> ~~MONTHLY~~ <sup>one</sup> INSTALLMENTS OF Thirty Thousand-Six Hundred and <sup>00</sup> 100 \* \* \* \* \* (\$ 30,600.00 ) DOLLARS ~~PLUS~~ <sup>Principal & Interest</sup> INTEREST ON THE UNPAID BALANCE AT THE RATE OF 9 1/2 % PER ANNUM. THE ~~FIRST~~ <sup>Principal & Interest</sup> INSTALLMENT SHALL BE AND IS PAYABLE ON THE 29 th DAY OF November 19 77, AND ~~THE~~ <sup>Principal & Interest</sup> ~~INSTALLMENTS~~ <sup>INSTALLMENTS</sup> SHALL BE DUE AND PAYABLE ON THE 29 th DAY OF EACH MONTH THEREAFTER. ~~IF ANY OF SAID INSTALLMENTS OR 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.

Pl-6 Western Bank

Mark Scrimsher  
Susan Scrimsher

Shasta Plaza  
 WESTERN BANK BRANCH

STATE OF OREGON; COUNTY OF KLAMATH; ss. By J. A. Bingham, Manager

I hereby certify that the within instrument was received and filed for record on the 4th day of October A.D., 19 77 at 12:59 o'clock P M., and duly recorded in Vol. M77 of Mortgages on Page 18883.

FEE \$3.00

WM. D. MILNE, County Clerk  
 By Bernice A. Litch Deputy