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Vol. 71 Fage 23155

THIS AGREEMENT, made and entered into this _____28th____ day of ______ October_____, 19_77__, by and between _____THOMAS P. ODEN and LOUISE C. ODEN, 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 <u>22nd</u> day of <u>July</u>, <u>19</u>, <u>77</u>, the Mortgagor(s) did make, execute and deliver to the Mortgagee their certain promissory note in the sum of <u>\$5,900.00</u>, payable in MORTALPINE in MORTALPINE in MORTALPINE of said promissory note, the Mortgagor(s) did make, execute and deliver to the Mortgagee, their certain mortgage bearing date of <u>July 22</u>, <u>1977</u>, conveying to the Mortgagee therein named the following described real property, situate in the County of <u>Klamath</u>, State of Oregon, to-wit: Westerly 12¹₂ feet of Lot 40 and all of Lots 41 and 42, Block 4, SIXTH STREET

ADDITION to the City of Klamath Falls, 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 <u>Five Thousand</u> <u>Four Hundred and no/100ths</u>) DOLLARS, together with accrued interest thereon, and the Mortgagor(s) 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.

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 mortgagor(s) 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 Mortgagor(s) have hereunto set their hand(s) and seal(s) 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.

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c.ŧ Oden Louise Klamath Falls Branch Flank and

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STATE OF OREGON,

County of Klamath

FORM NO. 23 --- ACKNOWLEDGMENT

23156

BE IT REMEMBERED, That on this 28th day of October , 19 77, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thomas P. Oden and Louise C. Oden, 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.

of Manufaction Secondance. Notary Public for Oregon. sion expires 2-9-78 My Commission expires

FORM No. 24-ACKNOWLEDGMENT-CORPORATION.				STEV	ENS-NESS LAW PUB. CO	., PORTLAN	D. OHE
STATE OF OREGON,	J						
County of Klamath before me appeared	} ss. Joseph W.	<i>On this</i> Lance	28th	day of	October	, 19	77 สาช

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

is XIIIE XGENERATION 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 XMM 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.

Notary Public for Oregon. 2-9-78 My Commission expires

TATE OF OREGON; COUNTY OF KLAMATH; ss.

Hed for record assassant

his 30th day of November A. D. 19.77 at 9:58 clock A. M., and

uly recorded in Vol. <u>N77</u>, of <u>Mortgages</u> on Page 23155

Wm D. MILNE, County Clerk By Derretta Si Kel

Fee \$6.00