

MODIFICATION OF MORTGAGE

THIS AGREEMENT made and entered into this 15th day of June 19 78
by and between RONALD D. AITZ and MARIANNA J. AITZ, husband and wife,

hereinafter called the "Mortgagee", and WESTERN BANK, Bankers, Oregon, an Oregon banking corporation, hereinafter called the "Mortgagee".

WITNESSETH: On or about the 15th day of August 19 75, the Mortgagee(s) did make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 10,000.00, payable in monthly installments with interest at the rate of 10.00% per annum. For the purpose of securing the payment of said promissory note, the Mortgagee(s) did make, execute and deliver to the Mortgagee, their certain mortgage bearing date of August 15, 1975, covering to the Mortgagee therein named the following described real property, situated in the County of Klamath, State of Oregon, to-wit:

PARCEL 1:
The NW 1/4 of the SW 1/4 of Section 22, Township 39 North, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:
Right of use on, over and across the following described 49.0 foot strip of land for purpose of ingress and egress to and from adjoining property: Beginning at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 39 North, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

There is now due and owing upon the promissory note aforesaid, the sum of Eight Thousand Seven Hundred and One and 00/100ths (\$ 8,071.86) DOLLARS.

wherein the Mortgagee(s) have modified the terms of payment thereof to the Mortgagee(s) as herein provided, and the Mortgagee(s) have agreed to accept the same and to pay the same as herein provided.

NOW THEREFORE in consideration of the premises and of the covenants and conditions hereinafter contained, the parties hereto do hereby agree that the balance now due and owing on the promissory note hereinafter described shall be paid in monthly installments of Two Hundred and 00/100ths (\$ 200.00) each, including interest on the unpaid balance at the rate of 11.00% per annum. The first installment shall be and is payable on the 1st day of August 19 78, and a like installment on the 1st day of each month thereafter until the principal and interest are fully paid, whereupon the time payments of principal and interest shall be and is payable on the 1st day of July 19 79. If any of said installments of either principal or interest have not been paid, the entire balance then owing shall, at the option of the Mortgagee or its successors, become immediately due and payable without notice.

Except as herein modified in the manner and on the terms and conditions hereinafore stated, the said promissory note and mortgage shall remain in full force and effect, with all the terms and conditions of which the Mortgagee(s) do agree to comply to the same in full and to the same extent as if the provisions thereof were in all respects incorporated herein and made a part of this agreement.

IN WITNESS WHEREOF, the Mortgagee(s) have hereunto set their hands and seals, and the Mortgagee has caused these presents to be executed on its behalf by its duly authorized officer, this day and year first herein above written.

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

[Signature]
Ronald D. Aitz
Marianne J. Aitz
Branch Manager

Deed. Cont.

South, thence East of the Williams River, thence East
along the North boundary of said Southwest 1/4 of Section 22, a
distance of 18.7 feet, thence South parallel to the West boundary of
the aforesaid Southwest 1/4 of the Southwest 1/4 to the Eastern right of way boundary of
the county road, thence North westerly along same to the aforesaid
West boundary of the Southwest 1/4 of the Southwest 1/4 of Section 22, thence North along
same to the point of beginning.

16969

STATE OF OREGON

County of Klamath

FORM NO. 33 - ACKNOWLEDGMENT
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Stanley H. and Mary Ann on the 20th day of June, 1978

known to me to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

H. Marshall
Notary Public for Oregon
My Commission Expires 2-9-81

FORM NO. 34 - ACKNOWLEDGMENT - CORPORATION

STATE OF OREGON

County of Klamath

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

before me appeared T. Davidson on the 20th day of June, 1978
both to me personally known, who being
duly sworn, did say that he, the said T. Davidson,
is the President and Manager of Western Bank, Klamath Falls Branch

and that the seal of said corporation 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 T. Davidson
acknowledge said instrument to be the true and deed or contract of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

H. Marshall
Notary Public for Oregon
My Commission Expires 2-9-81

STATE OF OREGON, COUNTY OF Klamath

I hereby certify that the within instrument was received and filed for record on the 20th day of
June, A.D. 1978 at 2:20 o'clock P.M. in Vol. 16969
of Mortgages on Page 16969

FEE \$6.00

H. Marshall
Notary Public for Oregon
My Commission Expires 2-9-81