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## MODIFICATION OF TRUST DEED

THIS AGREEMENT, made and entered into this 14th day of August, 19 78, by and between  
 GARY L. ROVER and DIANE K. ROVER, husband and wife,

hereinafter called the "Grantor" and WESTERN BANK, Coos Bay, Oregon, an Oregon banking corporation, hereinafter called the "Beneficiary":

## WITNESSETH:

On or about the 2nd day of May, 19 72, the Grantors did make, execute and deliver to the Beneficiary their certain promissory note in the sum of \$ 8,000.00 payable in monthly instalments with interest at the rate of 8.75 % per annum.

For the purpose of securing the payment of said promissory note, the Grantors did make, execute and deliver to the Beneficiary, their certain trust deed bearing date May 2, 19 72, conveying to the Trustee therein named the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lots 4 and 5, Block 18, INDUSTRIAL ADDITION to the City of Klamath Falls, Klamath County, Oregon

which trust deed 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 Five Thousand Seventy Three and 48/100ths (\$ 5,073.48 ) DOLLARS, together with accrued interest thereon, and the Grantors desire a modification of the terms of payment thereof, to which the Beneficiary 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 Seven and 20/100ths (\$ 107.20 ) 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 25th day of July, 19 78, and a like instalment on the 25th 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 83. 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 Beneficiary 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 trust deed shall be and remain in full force and effect, with all the terms and conditions of which the Grantors 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 Grantors have hereunto set their hands and seals and the Beneficiary has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Gary L. Rover  
 Gary L. Rover  
Diane K. Rover  
 Diane K. Rover  
Klamath Falls B. J.  
 WESTERN BANK  
 By Charles A. [Signature]

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DEED TRUST

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Trans America Title Co.

this 17th day of August

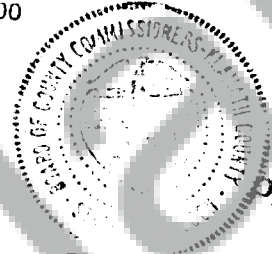
A. D. 1978 at 3:35 o'clock P.M., on

duly recorded in Vol. 178, of Mortgages on Page 8279

Wm. D. MILNE, County Clerk

By Bernice A. Hirsch

Fee \$6.00



INDEXED

STATE OF OREGON,

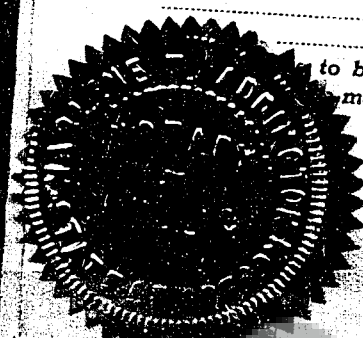
County of Klamath } ss.

BE IT REMEMBERED, That on this 14th day of August, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Gary L. Rover and Diane K. Rover, husband and wife,

to be the identical individual s described in and who executed the within instrument and 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.

W. J. Addington  
Notary Public for Oregon  
My Commission expires 3-22-81



FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STATE OF OREGON,

County of Klamath } ss.  
before me appeared Shirley A. Rainwater

On this 31st day of August, 1978,

duly sworn, did say that she, the said Shirley A. Rainwater to me personally known, who being is the President and Treasurer 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 Shirley A. Rainwater 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 H. Marshall  
Notary Public for Oregon  
My Commission expires 2-9-82



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of September A.D., 1978 at 10:47 o'clock A M., and duly recorded in Vol. 178 of Mortgages on Page 19432.

FEE \$6.00

WM. D. MILNE, County Clerk  
By Bernice A. Hirsch

Deputy