

THIS AGREEMENT, made and entered into this 22nd day of September, 19 78,
by and between RONALD E. PHAIR and LORRAYNE PHAIR, 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 16th day of September, 19 77, the Mortgagor(s) did make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 35,000.00, payable in monthly installments with interest at the rate of 9.0 % per annum. For the purpose of securing the payment of said promissory note, the Mortgagor(s) did make, execute and deliver to the Mortgagee, their certain mortgage bearing date of September 16, 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 6 in Block 1 of LAWANDA HILLS, Tract 1002, 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 Five Thousand and no/100ths (\$ 35,000.00) 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.

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 ⁴⁰⁸ ~~100~~ installments of Thirty Five Thousand and no/100ths (\$ 35,000.00) DOLLARS each, plus ^{of interest} payable monthly interest on the unpaid balance at the rate of 9.00 % per annum. The first installment shall be and is payable on the 15th day of October, 19 78, and a like installment on the 15th 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 21st day of December, 19 78. If any of said installments 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 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 signed on its behalf by its duly authorized representative this day and year first hereinabove written.

Ronald E. Phair
Ronald E. Phair

Lorrayne Phair
Lorrayne Phair

Western Bank
By

Branch

Real Estate Loan Officer

STATE OF OREGON,

County of Klamath

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

21105

BE IT REMEMBERED, That on this 22nd day of September, 19 78, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ronald E. Phait and Lorraine Phait, husband and wife,

known to me to be the identical individual as 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.

Paul E. Dewar
Notary Public for Oregon.
My Commission expires 6-20-79

FORM NO. 24 — ACKNOWLEDGMENT — CORPORATION

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

STATE OF OREGON,

County of Klamath
before me appeared

Shirley A. Rainwater

On this 22nd day of September, 19 78,

both to me personally known, who being

due sworn, did say that she, the said Shirley A. Rainwater, is the President of the said

Western Bank, Klamath Falls Branch, 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.

Pauline A. Marshall
Notary Public for Oregon.
My Commission expires 2-9-82

STATE OF OREGON, COUNTY OF KLAMATH; is.

and for record at request of Western Bank

on 25th day of September A. D. 1978 at 10:15'clock AM., and

was recorded in Vol. 478 of Mortgages on Page 21104

Wm D. MILLER, County Clerk.

Pauline A. Marshall
Fee \$6.00