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MODIFICATION OF MORTGAGE

hereinafter called the "Mortgagor", and WESTERN BANK, Coos Bay, Oregon, an Oregon banking corporation, hereinafter called the "Mortgagee".

hereinafter called the "Mortgagor", and
after called the "Mortgagee":
WITNESSETH: On or about the 27th day of June, 19 77, the Mortgagor(s) did
make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 90,000.00, payable
in ~~monthly~~ ^{one} installments with interest at the rate of 9.25 % 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 June 27, 19 77, conveying to the Mortgagee therein named the following
described real property, situate in the County of Klamath, State of Oregon, to-wit:

(see reverse side)

which mortgage was duly recorded in the Records of Mortgages of said county and state.

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 Ninety Thousand
and no/100* * * * * * (\$ 90,000.00) 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.

of the premises and of the promises and agreements hereinafter contained,

NOW THEREFORE, in consideration of the premises and of the promises and agreements hereinabove described, 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 one monthly installments of Ninety Thousand and no/100* * * * *
 (\$ 90,000.00) DOLLARS each, plus * * * *
 * * * * *

the parties hereto do hereby agree that the sum of Ninety Thousand and no/100 Dollars, or the equivalent thereof in legal tender, shall be and is payable in monthly installments of (\$ 90,000.00) DOLLARS each, plus interest on the unpaid balance at the rate of 12.00 % per annum. ~~XXXXXX~~ XXXXXX day of each XXXXXX month thereon, the first of which shall be due and payable on the 15th day of April, 19 79. 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 executed on its behalf by its duly authorized representative this day and year first herein above written.

By: Alan L. Leach

By: Hazel Leach

Klamath Falls Branch
Western Bank
By Joseph W. Lance
Joseph W. Lance, Vice President and Manager

Return to
Western Bank
P.O. Box 669
Klamath Falls, OR 97601

N-187 2-75

A parcel of land situated in Lot 22-B, ENTERPRISE TRACTS, a duly recorded subdivision in Klamath County, Oregon, being more particularly described as follows:

23370

Beginning at a 1/2 inch iron pin on the North line of said Lot 22-B from which an iron axle marking the Northeast corner of said Lot 22-B bears North 89° 46' 32" East, 969.54 feet said point of beginning also marking the intersection of the Southerly right-of-way line of Eberlein Avenue with the Southwesterly right-of-way line of the Klamath Falls-Malin State Highway #50; thence along said Hwy. right-of-way line South 73° 01' 26" East, 207.73 feet to a 5/8 inch iron pin; thence continuing along said right-of-way line South 40° 00' 00" East, 494.80 feet to a 1/2 inch iron pin opposite engineers centerline station 184+44.8; thence leaving said right-of-way line South 50° 00' 00" West, 64.24 feet to a 1/2 inch iron pin on the Northerly right-of-way line of Alameda Avenue, a County Road; thence along said County Road right-of-way line North 47° 07' 00" West, 263.35 feet to a 1/2 inch iron pin marking the beginning of a curve to the left; thence along the arc of a 1089.93 feet radius curve to the left (delta=34° 10', long chord=North 64° 12' 02" West, 640.36 feet) 649.95 feet to a 1/2 inch iron pin; thence North 81° 17' 00" West, 143.10 feet to a 1/2 inch iron pin at the point of intersection of said County Road right-of-way line with the Southerly right-of-way line of Eberlein Avenue; thence North 89° 51' 55" East along said right-of-way line 443.78 feet to the point of beginning.

STATE OF OREGON,

County of Klamath

SS.

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

BE IT REMEMBERED, That on this 17th day of October, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Glen F. Leach and Hazel Leach, co-partners of Kla-Lak, a co-partnership

known to me to be the identical individuals 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.

Notary Public for Oregon.

My Commission expires 2-9-82

FORM No. 24 — ACKNOWLEDGMENT — CORPORATION.

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

STATE OF OREGON,

County of Klamath

SS.

before me appeared Joseph W. Lance

On this 17th day of October, 1978,

duly sworn, did say that he, the said Joseph W. Lance, known to me personally known, who being is the Vice President, and the said Secretary 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 acknowledged 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.

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 18th day of October A.D., 1978 at 2:14 o'clock P.M., and duly recorded in Vol. M78 of Mortgages on Page 23369.

FEE \$6.00

WM. D. MILNE, County Clerk

By Penelope Schleich Deputy