

61434

MODIFICATION OF MORTGAGE

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THIS AGREEMENT, made and entered into this 19th day of January, 19 79, by and between JAMES M. HUBBARD and DENISE W. HUBBARD, husband and wife,

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

WITNESSETH: On or about the 26th day of April, 19 78, the Mortgagor(s) did make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 44,800.00, payable in ^{one} ~~monthly~~ ^{monthly} installments with interest at the rate of 10.00 % 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 April 26, 19 78, conveying to the Mortgagee therein named the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

LOT 5, Block 8 ELDORADO ADDITION to the City of Klamath Falls, 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 Forty Four Thousand Eight Hundred and no/100ths (\$ 44,800.00) 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 ~~monthly~~ ^{monthly} installments of Forty Four Thousand Eight Hundred and no/100ths (\$ 44,800.00) DOLLARS each, ^{plus monthly} ~~of interest~~ interest on the unpaid balance at the rate of 10.5 % per annum. The first installment shall be and is payable on the 26th day of February, 19 79, and a like installment on the 26th 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 26th day of May, 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.

Return to: ^{to} ~~to~~ Western Bank
Klamath Falls Branch
P. O. Box 669
Klamath Falls, OR 97601

James M. Hubbard
Denise W. Hubbard
Klamath Falls Branch
Western Bank
By [Signature]
Real Estate Loan Officer

STATE OF OREGON,

County of Klamath

SS.

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

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BE IT REMEMBERED, That on this 19th day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James M. Hubbard and Denise W. Hubbard, 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.

Caroline H. Marshall
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.

On this 19th day of January, 1979, before me appeared Shirlee A. Rainwater and

both to me personally known, who being duly sworn, did say that he, the said Shirlee A. Rainwater is the President, and in his own right Real Estate Loan Officer 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 Shirlee 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;

led for record at request of Western Bank

this 22nd day of January A. D. 1979 at 8:33 o'clock A. M., or

fully recorded in Vol. M79, of Mortgages on Page 1755

Fee \$6.00

Wm D. MILNE County Clerk

Bernard A. Whitcomb