

61516

MODIFICATION OF MORTGAGE

Vol. ^M 79 Page 1894

THIS AGREEMENT, made and entered into this 15th day of January, 1979,
by and between FENTON R. MAHRT AND GLADYS L. MAHRT, 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 28th day of August, 1978, the Mortgagor(s) did
make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 37,121.70, payable
in monthly installments with interest at the rate of 11.00% 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 August 28, 1978, conveying to the Mortgagee therein named the following
described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lot 28, Madison Park First Addition

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 28,687.93
Twenty Eight Thousand Six Hundred Eighty Seven & 93/100 (\$ 28,687.93) 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~~ ^{one} installments of Twenty Eight Thousand Six Hundred Eighty Seven
& 93/100 (\$ 28,687.93) DOLLARS each, plus
interest on the unpaid balance at the rate of 13.25 % per annum. The first installment shall be and is payable on
the 15th day of January, 1980, ~~and the balance thereon on the XXXXXXXX day of XXXX~~
~~XXXXXX 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 15th day of January, 1980. 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.

Fenton R. Mahrt

Gladys L. Mahrt

Klamath Falls

Western Bank

Branch

By: [Signature]

1895

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 15th day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Fenton R. Mahrt and Gladys L. Mahrt, husband & 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.

before me appeared Joseph W. Lance

On this 15th day of January, 1979

~~known~~ to me personally known, who being

duly sworn, did say that he, the said Joseph W. Lance is the Vice President, ~~and has been~~ of Western Bank

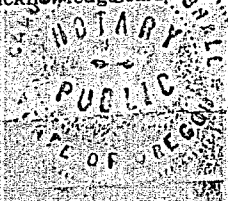
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Joseph W. Lance acknowledged said instrument to be the free 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.

Caroline H. Marshall

Notary Public for Oregon.

My Commission expires 2-9-82



STATE OF OREGON, COUNTY OF KLAMATH: ss.
for record at request of Western Bank

Western Bank

P.O. Box 669

X 10

this 23rd day of January A. D. 1979 at 10:20 o'clock A. M., and

fully recorded in Vol. 1179 of Mortgages on Page 1894

FILED IN
CLERK'S OFFICE
JAN 23 1979
JAN 23 1979

Wm D. MILNE County Clerk

By Berntha Skelton

Fee: \$6.00