

61968

MODIFICATION OF MORTGAGE

Vol. ^m 79 Page 2625

THIS AGREEMENT, made and entered into this 29th day of January, 19 79,
by and between WARD L. EDWARDS, a married man

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

WITNESSETH: On or about the 19th day of December, 19 77, the Mortgagor(s) did
make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 100,000.00, payable
in monthly installments with interest at the rate of 10.50 % 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 December 19, 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 ATTACHED

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
One Hundred Fifty Six and 51/100 * * * * * (\$ 90,156.51) 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 installments of Eight Hundred Ten and no/100 * * * * *
* * * * * (\$ 810.00) DOLLARS each, including

interest on the unpaid balance at the rate of 10.50 % 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:

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

Ward L. Edwards

Betty L. Edwards

Klamath Falls
Western BankBy Joseph W. Hoke Branch
Vice President and Manager

N-137-2-75

RECEIVED 10:15 AM
FEB 1 1979

A portion of Lot 8, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

2626

Beginning at a point on the East line of Lot 8, Section 6, Township 40 South, Range 8 E.W.M. 660.00 feet South from the Northeast corner of said Lot 8; thence West at right angles to said East line of said Lot 8 to a point on the Easterly line of Keno-Worden Highway and the point of beginning of this description; thence Northwesterly along said Easterly line of said Highway 160.00 feet; thence East 200.00 feet; thence Southeasterly parallel with and 200.00 feet from the Keno-Worden Highway 160.00 feet; thence West 200.00 feet to said Highway right of way and point of beginning of this description.

Ward L. Edwards
Betty L. Edwards

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 29th day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ward L. Edwards and Betty L. Edwards, 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.

Barbara 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 29th day of January, 1979, before me appeared Joseph W. Lance, both to me personally known, who being

duly sworn, did say that he, the said Joseph W. Lance, is the Vice President, and the said 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, Secretary, 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.

Barbara 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 February A.D., 1979 at 10:15 o'clock A.M., and duly recorded in Vol. M79 of Mortgages on Page 2625.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Bernetha D. Doherty* Deputy