

61969

## MODIFICATION OF MORTGAGE

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THIS AGREEMENT, made and entered into this 29th day of January, 19 79,  
by and between WARD L. EDWARDS and BETTY L. EDWARDS, 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 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  
Ward L. Edwards

Betty L. Edwards  
Betty L. Edwards

Klamath Falls  
Western Bank

Branch

By Joseph W. [Signature]  
Vice President and Manager

RECEIVED 10:15 AM  
FEB 1 1979

2628

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.

Caroline H. Marshall  
Notary Public for Oregon.

My Commission expires 2-9-82

FORM No. 24 — ACKNOWLEDGMENT — CORPORATION.

STATE OF OREGON,

County of Klamath

ss.

before me appeared Joseph W. Lance

On this 29th day of January, 1979,

both to me personally known, who being

duly sworn, did say that he, the said Joseph W. Lance,  
is the Vice President, and in 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 Corpora-  
tion, 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  
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



PARCEL 1:

Beginning at a point on the East line of Lot 8, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, distant 660 feet 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 the Keno-Worden Highway; thence Northwesterly along the said Easterly line of said Highway to the point where said line intersects the West line of said Lot 8; thence North along said West line to the Northwest corner of said Lot 8; thence East along the North line of said Lot 8 to the Northeast corner of said Lot; thence South along the East line of said lot to the point of beginning, containing 20 acres, more or less.

PARCEL 2:

A perpetual easement for the purposes of ingress to and egress from the above described property across the Northerly 20 feet of the following described parcel of land; that portion of government Lot 7, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of the Keno-Worden Highway, said parcel being more particularly described as follows: Beginning at the Northwest corner of government Lot 8 said Section 6; thence Southeasterly along the Westerly line of said Lot 8 to the Keno-Worden Highway; thence Northwesterly along the Easterly line of said Highway to the North line of said Lot 7; thence East along the North line of said Lot 7 to the point of beginning.

LESS:

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:

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*  
*Leroy L. Edwards*

*Ward L. Edwards*  
*Leroy L. Edwards*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Western Bank  
this 1st day of February A. D. 1979 at 10:15 o'clock A. M., on  
fully recorded in Vol. M79, of Mortgages on Page 2627

Fee \$9.00

Wm D. MILNE, County Clerk.  
By *Bernice A. Schuch*