

THIS AGREEMENT, made and entered into this 6th day of March, 19 79,  
by and between MARILYN F. CAVENER, also known as Marilyn F. Cavener Weatherby  
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 March, 19 79,  
make, execute and deliver this Mortgage.

WITNESSETH: On or about the 19th day of September, 1973, the Mortgagor(s) did make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 6,000.00, payable in ~~monthly~~<sup>one</sup> installments with interest at the rate of 8.00 % 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 May 17, 1976, conveying to the Mortgagee therein named the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lot 4, Block 13, 4TH ADDITION TO WINEMA GARDENS, 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 One Thousand Nine Hundred Ninety Seven and 26/100ths (\$ 1,997.26) 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 agreement of the parties hereto do hereby agree that

NOW THEREFORE, in consideration of the terms and conditions hereinafter stated and not otherwise,  
 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 <sup>one</sup> monthly installments of One Thousand Nine Hundred Ninety Seven and  
26/100ths (\$1,997.26) DOLLARS each, plus  
 interest on the unpaid balance at the rate of 9.50 % per annum. The first installment shall be and is payable on  
 the 15 day of XXV, ~~mark the installment on the~~ 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 2nd day of September, 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 of the note and mortgage.

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 caused these presents to be signed by their duly authorized officers, and the entire balance then owing shall, at the option of the

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 hereinabove written.

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

Klamath Falls  
Western Bank Branch  
By [Signature]  
Vice-President and Manager

STATE OF OREGON,

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

County of Klamath

SS.

5353

BE IT REMEMBERED, That on this 6th day of March, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Marilyn E. Cavener Weatherby

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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 6th day of March, 1979,

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

FILED FOR RECORD AT REQUEST OF Western Bank  
this 8th day of March, A. D. 1979 at 2:20 clock P M., and  
duly recorded in Vol. N79, of Mortgages on Page 5352  
Wm D. MILNE, County Clerk  
By *Berntha Skelch*

Fee \$6.00