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MODIFICATION OF MORTGAGE

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THIS AGREEMENT, made and entered into this 30th day of April, 19 79, by and between Enver Bozgoz, Conservator of the Estate of Donald Monte Weeks

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

WITNESSETH: On or about the 2nd day of October, 19 78, the Mortgagor(s) did make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$5,000.00, payable in monthly installments with interest at the rate of 11.75 % 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 October 2, 1978, conveying to the Mortgagee therein named the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

The Northerly 80 feet of Lot 21 and the Southerly 15 feet of Lot 22, VALLEY VIEW ADDITION, 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 \$5,000.00, 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 \$5,000.00, interest on the unpaid balance at the rate of 12.00 % per annum. The first installment shall be due and payable on the 29th day of July, 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 hereinabove written.

ENVER BOZGOZ, CONSERVATOR OF THE ESTATE OF DONALD MONTE WEEKS

Shasta Plaza
Western Bank
Branch
By [Signature]
Loan Officer

RETURN TO:

WESTERN BANK

N-137 2-75 Shasta Plaza Branch

P.O. Box 1864

Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of April, A.D., 19 79 at 11:26 o'clock A.M., and duly recorded in Vol. 79 of Mortgages on Page 9694.

FEE \$3.00

WM. D. MILNE, County Clerk
By [Signature] Deputy

APR 30 1979

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