Vol. M79 Page 13611

MODIFICATION OF MORTGAGE

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I HUL GL.

June___, 19_79_,

___ day of __ <u>lst</u>

by and between GEORGE E. CARTER & ROWENA CARTER, husband and wife THIS AGREEMENT, made and entered into this _____

hereinafter called the "Mortgagor", and WESTERN BANK, Coos Bay, Oregon, an Oregon banking corporation, herein-17th_day of _____ April____, 19_78_, the Mortgagor(s) did make, execute and deliver to the Mortga_eee their certain promissory note in the sum of $\frac{6,000.00}{100}$, payable after called the "Mortgagee": in monthly installments with interest at the rate of <u>10.50</u> % 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 _____ April 17 ____, 19_78 , conveying to the Mortgagee therein named the following described real property, situate in the County of <u>Klamath</u> The E_{2}^{1} of the NW¹₂; the E_{2}^{1} of the NW¹₂ of the NW¹₂, and Lots 2 and 3, Section 14, Township 41 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING from Lot 3 a tract of land 511.25 feet x 511.25 feet

square lying in the Southwest corner of said Lot 3.

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 <u>Six Thousand</u> and __) 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 AGORINY installments of Six Thousand and no/100* * (<u>\$_6,000.00</u>) DOLLARS each, __plus not sooner paid, shall be due and payable on the <u>1st</u> day of <u>July</u>, <u>19</u>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 IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) and seal(s) and the Mortgagee has all respects incorporated herein and made a part of this agreement. 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

George E. Starter Rowena Carter Klamath Falls Western Bank

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'3611A STATE OF OREGON. FORM NO. 23 - ACKNOWLEDGMENT STEVENS HESS LAW PUB. CO., PORTLAND, ORE. County of Klamath BE IT REMEMBERED, That on this before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named George E. Carter and Rowena Carter known to me to be the identical individual S described in and who executed the within instrument and 1.1.1.1 acknowledged to me that they executed the same freely and voluntarily. 5 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. 0 Lizcha Notary Public for Oregon. My Commission expires 2-26-83 FORM No. 24-ACKNOWLEDGMENT-CORPORATION. STATE OF OREGON, STEVENS-NESS LAW PUB. CO., PORTLAND, CRE County of Klamath SS. before me appeared Joseph W. Lance lst day of On this June 19 79 duly sworn, did say that he, the said Joseph W. Lance both to me personally known, who being anxix is the Vice President, and the the Sandax 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. 11 TTX Notary Public for Oregon. My Commission expires 2-26-83 STATE OF CLEGON: COUST IN LOTATING inted for record at request of ____ A. D. 1979 at ____ o'clock A.M., and nilth____ day of ____ June duly recorded in Vol. ______ of ____ Mortgages __ on Page <u>136</u>11 Wm D. MILNE, County Clert Fee \$6.00

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