

## MODIFICATION OF MORTGAGE

THIS AGREEMENT, made and entered into this 25th day of October, 19 79,  
by and between CHARLES A. FISHER and RONALD E. PHAIR, married men,

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

WITNESSETH: On or about the 20th day of December, 19 78, the Mortgagor(s) did  
make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 40,560.00, payable  
in <sup>one</sup> ~~monthly~~ <sup>payable monthly</sup> 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 20, 19 78, conveying to the Mortgagee therein named the following

described real property, situate in the County of Klamath, State of Oregon, to-wit:  
Beginning at a point on the West line of Block 17 of Buena Vista Addition to the City  
of Klamath Falls, according to the official plat thereof on file in the office of the  
County Clerk of Klamath County, Oregon, which said point is 128 feet South of the North-  
west corner of said block; thence continuing South along said West line a distance of 64  
feet to a point; thence East parallel to the North line of said Block 17 a distance of  
160 feet to a point; thence North parallel to the West line of said block a distance of  
64 feet to a point which is 128 feet South of the North line of said block; thence West  
parallel to the North line of said block 160 feet to the point of beginning.

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 Forty Thousand  
Five Hundred Sixty and no/100ths (\$ 40,560.00 ) 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 <sup>one</sup> ~~monthly~~ <sup>payable monthly</sup> installments of Forty Thousand Five Hundred Sixty and no/100ths  
payable monthly (\$ 40,560.00 ) DOLLARS each, <sup>plus</sup> ~~of interest~~ <sup>of interest</sup>  
interest on the unpaid balance at the rate of 12.25 % per annum. The first installment shall be and is payable on  
the 25th day of November, 19 79, and a like installment on the 25th 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 22nd day of April, 19 80. 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  
Klamath Falls Branch  
P. O. Box 669  
Klamath Falls, OR 97601

Charles A. Fisher  
Charles A. Fisher  
Ronald E. Phair  
Ronald E. Phair  
Klamath Falls Branch  
Western Bank  
By [Signature]  
Real Estate Loan Officer

STATE OF OREGON,

County of Klamath

ss.

25267

BE IT REMEMBERED, That on this 25th day of October, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Charles A. Fisher and Ronald E. Phair, married men,

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.

Notary Public for Oregon.

My Commission expires 6-20-83

FORM No. 24 — ACKNOWLEDGMENT — CORPORATION.

03650 STEVENS-NESS LAW PUB. CO., PORTLAND

STATE OF OREGON,

County of Klamath

ss.

On this 25th day of October, 1979,

before me appeared Shirley A. Rainwater ~~and~~ both to me personally known, who being

duly sworn, did say that she, the said Shirley A. Rainwater, is the ~~President and in the said~~ Real Estate Loan Officer 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 Shirley A. Rainwater ~~and~~ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public for Oregon.

My commission expires 2-9-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Western Bank

filed for record at request of his 26th day of October A. D. 1979 at 1:04 o'clock P. M., and duly recorded in Vol. M79, of Mortgages on Page 25266

Wm D. MILNE, County Clerk

By Bernetha J. Pritch

Fee \$7.00