

76354

MODIFICATION OF MORTGAGE Vol. 79 Page 25813

THIS AGREEMENT, made and entered into this 30th day of October, 19 79,
by and between ALAN M. LEE

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 August, 19 76, the Mortgagor(s) did
make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 20,000.00, payable
in monthly installments with interest at the rate of 10.00 % 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 August 24, 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 Seventeen Thousand
One Hundred Forty and 60/100ths (\$ 17,140.60) 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 Three Hundred and no/100ths
(\$ 300.00) DOLLARS each, including

interest on the unpaid balance at the rate of 12.00 % per annum. The first installment shall be and is payable on
the 15th day of December, 19 79, and a like installment on the 15th 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 27th 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

Alan M. Lee

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

STATE OF OREGON,

County of Klamath

SS.

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

25814

BE IT REMEMBERED, That on this 30th day of October, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Alan M. Lee

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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 30th day of October, 19 79,

duly sworn, did say that he, the said Joseph W. Lance

is the Vice President ~~and Secretary~~ of said

~~in the~~ ~~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

all persons interested herein and made a part of this instrument

IN WITNESS WHEREOF, the Notary Public has hereunto set their hand and seal, and the foregoing has caused these presents to be executed on its behalf by its duly authorized representative this day and year first herein

above written

Alan M. Lee
By *Alan M. Lee*
Vice President and Manager

Caroline H. Marshall
Notary Public for Oregon
My Commission expires 2-9-82

2-137-2-8

A tract of land situate in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 38 South, Range 8 East of the Willamette Meridian, and being more particularly described as follows:

PARCEL 1:

Beginning at a point on the Northerly right of way line of Oregon State Highway No. 421, more commonly known as Lakeshore Drive, from which the most Northwesterly corner of Lot 17, OUSE KILA HOME SITES NO. 1 bears South 50° 37½' West 75.31 feet, said point being the Southwesterly corner of that certain parcel of real property described in deed recorded in Deed Volume 164 at page 532, Records of Klamath County, Oregon; thence North 76° 33' West along said highway-right of way, 37.93 feet to the true point of beginning of this description; thence continuing along said highway right of way North 76° 33' West 90.97 feet to the beginning of a curve to the right and whose radius is 380.9 feet; thence around the arc of said curve to the right, 20.00 feet; thence North 25° 00' East 195.0 feet to the water line of Klamath Lake; thence North 84° 45' East along said Lake, to the Northwest corner of Deed M-69 at page 10656; thence South 2° 20' West 270 feet along the Westerly line of said Deed to the point of beginning.

PARCEL 2:

Beginning at a point on the Northerly right of way of Oregon State Highway No. 421, more commonly known as Lakeshore Drive, from which the most Northwesterly corner of Lot 17, OUSE KILA HOME SITES NO. 1 bears South 50° 37½' West 75.31 feet distant, said point being the Southwesterly corner of that certain parcel of real property described in deed recorded in Deed Volume 164, page 532, records of Klamath County, Oregon; thence North 76° 33' West along said highway right of way, 37.93 feet; thence North 7° 24' 30" East a distance of 225.14 feet to the shoreline of Klamath Lake; thence along said shore line North 65° 30' East a distance of 65.0 feet to the Northeasterly corner of that certain parcel described in Deed Volume 354, page 410; thence South 2° 20' West a distance of 270.0 feet, more or less, to the Northerly right of way line of Lakeshore Drive (State Highway #421); thence North 76° 33' West, along said right of way line a distance of 45.0 feet, more or less to the point of beginning.

ALM

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Western Bank

this 1st day of November A. D. 1979 at 11:45 o'clock A. M., and

fully recorded in Vol. M79, of Mortgages on Page 25813

Wm D. MILNE, County Clerk

Fee \$10.50

By Suzanne H. Hetch

[Handwritten signature]