MODIFICATION OF MORTGAGE Vol. 79 Page 27923

THIS AGREEMENT, made and entered into this 29th day of November, 19 79,
by and between FRANCIS D. BROWN & SON, INC., a corporation,
hereinafter called the "Mortgagor", and WESTERN BANK, Coos Bay, Oregon, an Oregon banking corporation, herein-
after called the "Mortgagee":
WITNESSETH: On or about the 26th day of September, 1979, the Mortgagor(s) did
make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 150,000.00 , payable
in monthly installments with interest at the rate of 14.75 % 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 <u>September 26</u> , 19 79, conveying to the Mortgagee therein named the following
described real property, situate in the County of <u>Klamath</u> , State of Oregon, to-wit:  PARCEL 1: A tract of land situated in the SW½ of NW½ of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a point on the Southeasterly right of way line of the Weed-Klamath Falls Highway, which point is North 44050½' East a distance of 138 feet from the intersection of the Southeasterly line of said highway with the Westerly line of Section 8, and the
true point of beginning; thence continuing North 44°50½' East along said Southeasterly line a distance of 300 feet; thence North 45° 09½' West a distance of 20 feet; thence
North 44°50½ East along aforementioned highway right of way line a distance fo 50 feet;
which mortgage was duly recorded in the Records of Mortgages of said county and state. (cont.)
There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred
Fifty Thousand and no/100ths (\$ 150,000.00 ) 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 manking installments ofOne_Hundred_Fifty_Thousand_and_no/100ths
(\$ 150,000.00 ) DOLLARS each, tog, or with
interest on the unpaid balance at the rate of 17.25 % per annum. The first installment abalable and is passable on
trak
month thereafter until the principal and interested residual paragraph that the final payment of principal and interest if
not sooner paid, shall be due and payable on the 29th day of December, 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 herein-
above written.
FRANCIS D. BROWN & SON, INC.
Return to: Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601  By: Mile Struct Vice President Klamath Falls Western Bank  Western Bank
By Sipf W. M.
N-137 2-75

STEVENS-NESS LAW PUB, CO., PORTLAND, ORE

Cont

FORM No. 24-ACKNOWLEDGMENT-CORPORATION.

thence South 45°09½' East at right angles a distance of 320 feet; thence South 44°09½'. West parallel to said highway line a distance of 350 feet; thence North 45°09½'. West 300 feet to the point of beginning.

PARCEL 2: A piece or parcel of land situate in the SWLNWL of Section 8; Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the Northwest quarter of said Section 8; thence North along the West line a distance of 250 feet; thence East a distance of 305.3 feet to the true point of beginning; thence North a distance of 265.18 feet to a 3/4 inch pipe at the most Southerly corner of that parcel of property described in Deed Volume 181 page 175; thence North 44° 50½' East a distance of 350 feet to the Southwesterly line of that property described in Deed Volume M72 page 1198, thence South 45°09½' East a distance of 300 feet more or less to the most Southerly corner of the above mentioned property described in Volume M72 page 1198; thence continuing along the same line extended Southeasterly to its point of intersection with a line being parallel to and 250 feet North of the South line of said NWL of Section 8; thence West along said line to the true point of beginning. PARCEL 3: SEL NWL Section 14 Township 35 South, Range 6 East, Willamette Meridian.

STATE OF OREGON,	
} ss.	
County of Klamath	On this 29th day of November , 19 79,
before me appeared Daniel G. Brown	and a second of the second of
duly and did any short he should Doniel C	Brown Brown
duly sworn, did say that he, the said Daniel G. is the Vice President, work how works	b blown .
xx xxbe Sexrexity of	Francis D. Brown & Son, Inc.
	d to said instrument is the corporate seal of said Corpora-
	led in behalf of said Corporation by authority of its Board
of Directors, and .: Daniel G. Brown	SAKE
acknowledgesaid instrument to be the free act and dee	
IN TESTIMON	Y WHEREOF, I have hereunto set my hand and affixed
	my official seal the day and year last above written.
	Caraline H MAN hall
1.08 cm 2	Notary Public for Oregon.
	My Commission expires 2-9-82
Los €	•
FORM No. 24—ACKNOWLEDGMENT—CORPORATION.	STEVENS-NESS LAW PUB. CO., PORTLAND, ORE
STATE OF OREGON,	
County of Klamath	On this 29th day of November 19 79,
before me appeared Joseph W. Lance	XHAZ
octore me appeared	BXTh to me personally known, who being
duly sworn, did say that he, the said Joseph W	. Lance
is the Vice President, and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
xxxxhe Sexexxyx of	•
the within named Corporation, and that the seal affix	ed to said instrument is the corporate seal of said Corpora-
	aled in behalf of said Corporation by authority of its Board
of Directors, and Joseph W. Lance	a <b>Hd</b>
acknowledge Said instrument to be the free act and de	ed of said Corporation. IY WHEREOF, I have hereunto set my hand and affixed
IN TESTIMON	my official seal the day and year last above written.
THE TESTIMON	
6 6 8 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	Counting the Man handle
	Notary Public for Oregon.
	My Commission expires 2-9-82
STATE OF OREGON; COUNTY OF KLAMAT	H. cc
OTTO OT OTHERON, COOKET OF REAMAT	n, 55.
I hereby certify that the within instrument was	received and filed for record on the 3rd day of
	ockAM., and duly recorded in Vol479,
of Mortgages on Page 2792	
FEE \$7.00	WM. D. MILNE, County Clerk
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