

77562

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MODIFICATION OF MORTGAGE

THIS AGREEMENT, made and entered into this 29th day of November, 19 79,
by and between DANIEL G. BROWN, a married man,

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, 19 79, 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~~ ^{one} 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 September 26, 19 79, conveying to the Mortgagee therein named the following
described real property, situate in the County of Klamath, State of Oregon, to-wit:
NW 1/4 SW 1/4 Section 26 Township 34 South, Range 6 East, Willamette Meridian,
saving and excepting therefrom that portion thereof conveyed to Klamath
County for road purposes by Deed Vol. M-66, page 2784, records of 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 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 ~~monthly~~ ^{one} installments of One Hundred Fifty Thousand and no/100ths-----
----- (\$ 150,000.00) DOLLARS each, together with
interest on the unpaid balance at the rate of 17.25 % per annum. ~~The first installment shall be due and payable on~~
~~the~~ ~~day of~~ ~~XXXXXX~~, ~~at~~ ~~XXXXXX~~, and a like installment on the ~~XXXXXX~~ day of each
~~month thereafter until the principal and interest is fully paid, except 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.

Return to:
Western Bank
Klamath Falls Branch
P. O. Box 669
Klamath Falls, OR 97601

Daniel G. Brown
Daniel G. Brown

Klamath Falls Branch
Western Bank
By [Signature]

STATE OF OREGON,

County of Klamath

SS.

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

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BE IT REMEMBERED, That on this 29th day of November, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Daniel G. Brown

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 W. 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
before me appeared Joseph W. Lance

SS.

On this 29th day of November, 1979, and

known to me personally known, who being

duly sworn, did say that he, the said Joseph W. Lance is the Vice President, and ~~Secretary~~ and Manager

~~of 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 and acknowledged 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 W. Marshall
Notary Public for Oregon.

My Commission expires 2-9-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Western Bank

this 3rd day of December A. D. 1979 at 10:06 o'clock A M., on

fully recorded in Vol. M79, of Mortgages on Page 27925

W. D. MILNE, County Clerk

Fee \$7.00