

## MODIFICATION OF MORTGAGE

THIS AGREEMENT, made and entered into this 18th day of January, 1980, by and between WARD L. EDWARDS, 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 19th day of December, 1977, the Mortgagor(s) did make, execute and deliver to the Mortgagee their certain promissory note in the sum of \$ 100,000.00, payable in monthly 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 19, 1977, conveying to the Mortgagee therein named the following described real property situate in the County of Klamath, State of Oregon, to-wit: A portion of Lot 8, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the East line of Lot 8, Section 6, Township 40 South, Range 8 E.W.M. 660.00 feet South from the Northeast corner of said Lot 8; thence West at right angles to said East line of said Lot 8 to a point on the Easterly line of Keno-Worden Highway and the point of beginning of this description; thence Northwesterly along said Easterly line of said Highway 160.00 feet; thence East 200.00 feet; thence Southeasterly parallel with and 200.00 feet from the Keno-Worden Highway 160.00 feet; thence West 200.00 feet to said Highway right of way and point of beginning of this description. 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 Seventy Eight Thousand Seven Hundred Nine and 19/100ths (\$78,709.19) 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 Eight Hundred Twenty Five and no/100ths (\$ 825.00) 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 20th day of February, 1980, and a like installment on the 20th 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 20th day of January, 1981. 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

Ward L. Edwards  
Lester L. Edwards  
Klamath Falls  
Western Bank  
Branch  
By J. C. Edwards  
Vice President and Manager

1378 ENTR

STATE OF OREGON,

County of Klamath

ss.

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

BE IT REMEMBERED, That on this 18th day of January, 19 80, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ward L. Edwards and Betty L. Edwards, husband and wife,

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.

*Ceciline 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  
before me appeared Joseph W. Lance

ss.

On this 18th day of January, 19 80,

XMA

duly sworn, did say that he, the said Joseph W. Lance, is the Vice President, ~~and Secretary~~, ~~and Treasurer~~ ~~of~~ ~~the~~ ~~Bank~~ ~~of~~ ~~Klamath Falls~~ ~~Branch~~ ~~of~~ ~~Western~~ ~~Bank~~ ~~in~~ ~~Klamath~~ ~~Falls~~ ~~Oregon~~ ~~is~~ ~~a~~ ~~member~~ ~~of~~ ~~the~~ ~~Board~~ ~~of~~ ~~Directors~~ ~~of~~ ~~the~~ ~~Bank~~ ~~of~~ ~~Klamath~~ ~~Falls~~ ~~Oregon~~ ~~and~~ ~~acknowledges~~ ~~that~~ ~~he~~ ~~has~~ ~~executed~~ ~~the~~ ~~within~~ ~~instrument~~ ~~as~~ ~~the~~ ~~corporate~~ ~~seal~~ ~~of~~ ~~said~~ ~~Corporation~~ ~~and~~ ~~that~~ ~~the~~ ~~instrument~~ ~~was~~ ~~signed~~ ~~and~~ ~~sealed~~ ~~in~~ ~~behalf~~ ~~of~~ ~~said~~ ~~Corporation~~ ~~by~~ ~~authority~~ ~~of~~ ~~its~~ ~~Board~~ ~~of~~ ~~Directors~~ ~~and~~ ~~Joseph~~ ~~W.~~ ~~Lance~~ ~~and~~ ~~acknowledges~~ ~~that~~ ~~the~~ ~~instrument~~ ~~is~~ ~~a~~ ~~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.

*Ceciline H. Marshall*

Notary Public for Oregon.

My Commission expires 2-9-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Western Bank

this 23rd day of January A.D. 19 80 at 11:46 o'clock A.M., a.m.

fully recorded in Vol. M-80, of Mortgages on Page. 1377

Wm D. MILNE, County Clerk

*Jacqueline J. Mettee*

Fee \$7.00