

MODIFICATION OF MORTGAGE

THIS AGREEMENT, made and entered into this 18th day of January, 19 80, by and between WARD L. EDWARDS and BETTY L. EDWARDS, husband and wife,

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, 19 77, 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, 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 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, 19 80, 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, 19 81. 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
P. O. Box 669
Klamath Falls, OR 97601

Ward L. Edwards
Ward L. Edwards

Betty L. Edwards
Betty L. Edwards
Klamath Falls

Western Bank

By Jay L. W. [Signature] Branch
Vice President and Manager

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, 1980,
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.

Carolene 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. LanceOn this 18th day of January, 19 80~~and~~

both to me personally known, who being
duly sworn, did say that he, the said Joseph W. Lance,

is the Vice President, ~~XXXXXX~~

~~XXXXXX~~ 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 Corpora-
tion, 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

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.

Carolene H. Marshall
Notary Public for Oregon.

My Commission expires 2-9-82

PARCEL 1:

Beginning at a point on the East line of Lot 8, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, distant 660 feet 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 the Keno-Worden Highway; thence Northwesterly along the said Easterly line of said Highway to the point where said line intersects the West line of said Lot 8; thence North along said West line to the Northwest corner of said Lot 8; thence East along the North line of said Lot 8 to the Northeast corner of said Lot; thence South along the East line of said lot to the point of beginning, containing 20 acres, more or less.

PARCEL 2:

A perpetual easement for the purposes of ingress to and egress from the above described property across the Northerly 20 feet of the following described parcel of land; that portion of government Lot 7, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of the Keno-Worden Highway, said parcel being more particularly described as follows: Beginning at the Northwest corner of government Lot 8 said Section 6; thence Southeasterly along the Westerly line of said Lot 8 to the Keno-Worden Highway; thence Northwesterly along the Easterly line of said Highway to the North line of said Lot 7; thence East along the North line of said Lot 7 to the point of beginning.

LESS:

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.

Wendell Edwards
Betty L. Edwards

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 23rd day of January A.D., 1980 at 11:46 o'clock A M., and duly recorded in Vol M-80 of Mortgages on Page 1379.

FEE \$10.50

WM. D. MILNE, County Clerk
By *Jaqueline J. Mettler* Deputy