

10797

MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 28th day of March, 19 82, by and between
MICHAEL D. HAMBY, a married man

hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank":
 WITNESSETH: On or about the 29th day of September, 19 81, the Borrower(s) (or the original
 maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Bank that certain promissory note in the
 sum of \$ 3,000.00, payable in monthly installments with interest at the rate of 21.50% per annum. For the
 purpose of securing the payment of said promissory note, the Borrower(s) (or the original maker(s) if the Borrower is an
 assignee of record) did make, execute and deliver to the Bank their certain Mortgage or Trust Deed, hereinafter called a
 "Security Instrument" bearing date of September 29, 19 81, conveying the following described real
 property, situate in the County of Klamath, State of Oregon, to-wit:

Lot 12 in Block 31, SECOND ADDITION to the City of Klamath Falls, according to the
 official plat thereof on file in the office of the County Clerk of Klamath County,
 Oregon, TOGETHER WITH that portion of vacated Carlyle Street which inured thereto.

which Security Instrument was duly recorded in the records of said county and state.
 There is now due and owing upon the promissory note aforesaid, the principal sum of Three Thousand
 and no/100ths-----

together with the accrued interest thereon, and the Borrower(s) desire a modification of the terms of payment thereof, to which
 the Bank 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 One Hundred Ninety Three and 56/100ths-----
 DOLLARS (\$ 193.56) each, including interest on the unpaid balance at the rate of 19.50%
 per annum. The first installment shall be and is payable on the 25th day of April, 19 82, and a
 like installment shall be and is payable on the 25th 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 25th day
 of September, 19 83. If any of said installments or either principal or interest are not so paid, the entire
 balance then owing shall, at the option of the Bank 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 herein stated, the said promissory note and
 Security Instrument shall be in full force and effect, with all the terms and conditions of which the Borrower(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 Borrower(s) have hereunto set their hand(s) and seal(s) and the Bank has caused these
 presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Michael D. Hamby
 Michael D. Signature of Borrower Hamby
Michael D. Hamby
 Signature of Borrower

WESTERN BANK

Klamath Falls

Branch

By Blanca R. Henry
 Installment Authorized Signature Loan Officer

State of Oregon
 County of Grant } SS:
 Personally appeared the above named Michael D. Hamby

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

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

Notary Public for

STATE OF OREGON: COUNTY OF KLAMATH :ss
 I hereby certify that the within instrument was received and filed for
 record on the 12 day of April A.D., 19 82 at 10:09 o'clock A M,
 and duly recorded in Vol M 82, of Mtge on page. 4514

Fee \$ 4.00

EVELYN BIEHN COUNTY CLERK
 by Joyce McShane Deputy