

15367

MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 8th day of September, 1982, by and between
MERLE D. YOUNG, a married man

hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank":

WITNESSETH: On or about the 4th day of June, 1982, 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 \$8,000.00, payable in monthly installments with interest at the rate of 18.50 % 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 June 4, 1982, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

PARCEL 1: All that portion of $W\frac{1}{2}$ of $E\frac{1}{2}$ SW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian described as follows: Beginning at a point on the Southerly right of way line of the Dalles-California Highway which bears South $0^{\circ} 13'$ West a distance of 30 feet and South $89^{\circ} 53'$ West a distance of 770.5 feet from the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian to the Northeast corner of the property herein described; thence South $0^{\circ} 13'$ West 125 Feet; thence South $89^{\circ} 53'$ West 75 feet; thence North $0^{\circ} 13'$ East 125 feet; thence North $89^{\circ} 53'$ East 75 feet to the place of beginning.

PARCEL 2: All that portion of the $W\frac{1}{2}$ of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, beginning on the Southerly right of way line of the (Continued)

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 Eight Thousand and no/100* DOLLARS (\$ 8,000.00), 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 Eight Thousand and no/100* DOLLARS (\$ 8,000.00) each, plus interest on the unpaid balance at the rate of 15.50 % per annum. ~~The first installment shall be due and payable on the xxxxxx day of xxxxxx 19xxxx and each installment shall be due and payable on the xxxxxx 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 7th day of December, 1982. 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.

Merle D. Young
 Signature of Borrower

Merle D. Young
 Signature of Borrower

WESTERN BANK

Klamath Falls Branch

By [Signature]
 Authorized Signature
 Assistant Vice President and Manager

State of OREGON } SS:

County of Klamath

Personally appeared the above named Merle D. Young, a married man

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

Return to:

Western Bank
 P. O. Box 669

Klamath Falls, OR 97601

[Signature]
 Notary Public for Oregon

My commission expires 2-26-83

(Description continued)

Dalles-Columbia Highway which bears South $0^{\circ} 13'$ West a distance of 30 feet and thence South $89^{\circ} 53'$ West a distance of 695.5 feet from the center of Section 2; said point of beginning being the Northeast corner of the property herein described; thence South $0^{\circ} 13'$ West 125 feet; thence South $89^{\circ} 53'$ West 75 feet; thence North $0^{\circ} 13'$ East 125 feet; thence North $89^{\circ} 53'$ East 75 feet to the place of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

This 9 day of Sept A. D. 1932 at 11:31 o'clock A. M.,
duly recorded in Vol. M82 of Mtge on Page 11914
Fee \$8.00

EVELYN BIEHN, County

By *Joyce M. Biehn*