

18019

MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 30th day of November, 19 82, by and between
CHARLES A. FISHER and RONALD E. PHAIR, married men,

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

WITNESSETH: On or about the 20th day of July, 19 78, 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 \$ 66,000.00, payable in monthly installments with interest at the rate of 11.0 % 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 July 20, 19 78, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lots 1 thru 14 in Block 17 of the Resubdivision of Block 17 of Buena Vista Addition to the City of Klamath Falls, Oregon, Tract No. 1176, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 Twenty Four Thousand and no/100ths DOLLARS (\$ 24,000.00), 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 Twenty Four Thousand and no/100ths DOLLARS (\$ 24,000.00) each, plus interest on the unpaid balance at the rate of P + 2% per annum. The first installment shall be due and payable on the day of the month of June, 1983, and thereafter 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 30th day of June, 1983. 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, adjusted quarterly on the last day of ea. quarter

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 and 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.

Charles A. Fisher
 Charles A. Fisher
 Signature of Borrower Fisher

Ronald E. Phair
 Ronald E. Phair
 Signature of Borrower Phair

WESTERN BANK

Klamath Falls

By [Signature] Branch
 Assistant Authorized Signature Manager

State of OregonCounty of KlamathPersonally appeared the above named Charles A. Fisher and Ronald E. Phair, married men, SS:

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
Klamath Falls, OR 97601

Notary Public for Oregon
 My commission expires 6-20-83

STATE OF OREGON; COUNTY OF KLAMATH; ss
 I hereby certify that the within instrument was received and filed for record on the 6 day of Deeds A.D., 1982 at 9:21 o'clock A M and duly recorded in Vol M82, of Mtge on page 17142

FEE \$ 4.00

EVELYN BIEHN COUNTY CLERK
 by [Signature] Deputy