

18273

MODIFICATION OF MORTGAGE OR TRUST DEED

MSY 17586

THIS AGREEMENT, made and entered into this 10th day of December, 19 82, by and between MERLE D. YOUNG and JOANNE YOUNG, husband and wife

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

WITNESSETH: On or about the 1st day of February, 19 82, 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 \$25,000.00 payable in monthly installments with interest at the rate of 17.25% 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 February 1, 19 82, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

All that part of the SW 1/4 and all that part of Lot 4 in Section 20, Township 39 South, Range 9 East of the Willamette Meridian, lying West of the right of way line of the California Northeastern Railway Company, SAVING AND EXCEPTING that property described in Deed Volume 289 page 623, Deed records of Klamath County, Oregon, and also excepting any portion thereof lying within existing roadways, ditches, canals and laterals.

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 FIVE THOUSAND AND NO/100* DOLLARS (\$ 25,000.00),

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 FIVE THOUSAND AND NO/100* interest on the unpaid balance at the rate of 14.50% per annum. The first installment shall be and is payable on the 10th day of March, 19 83, and thereafter on the 10th 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 10th day of March, 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.

Merle D. Young Signature of Borrower Young
JoAnne Young Signature of Borrower

WESTERN BANK
Klamath Falls Branch
By [Signature] Assistant Vice President and Manager

State of OREGON
County of KLAMATH
Personally appeared the above named Merle D. Young and JoAnne Young
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

Notary Public for OREGON
My commission expires 2-26-83

State of OREGON: COUNTY OF KLAMATH: ss.
I hereby certify that the within instrument was received and filed for record on the

13 day of Dec. A.D., 1982 at 9:45 o'clock A.M., and duly recorded in

Vol M82 of Mtge on page 17586

Fee \$ 4.00

EVELYN BIEHN COUNTY CLERK
[Signature] deputy