

THIS AGREEMENT, made and entered into this 24th day of June, 19 83, by and between
FRED R. SCHWEITZER and RELA L. SCHWEITZER

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

WITNESSETH: On or about the 27th day of April, 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 \$57,500.00, payable in monthly installments with interest at the rate of P+2* % 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 April 27, 19 81, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

The following described real property as situated in the N½ of Section 20, Township 39 South, Range 11½ East of the Willamette Meridian, Klamath County, Oregon, also being described as Lot 6 of Parcel 1 of Survey 1447 and more particularly described as follows: Beginning at the Northeast corner of said Section 20; thence South 00° 41' 55" East along the East line of Section 20 a distance of 1840.14 feet; thence West 1413.96 feet; thence North 60° 21' 40" West 45.68 feet to the true point of beginning; thence continuing North 60° 21' 40" West 250.00 feet; thence South 30° 16' 26" West 781.89 feet to the county road right of way; thence along said road on a curve to the left thru an angle of 10° 04' 23" with a radius of 739.33 feet for a distance of 124.71 feet; thence South 73° 01' 47" East 299.78 feet; thence North 16° 58' 13" East along said road 717.01 feet to the true point of beginning.

which Security Instrument was duly recorded in the records of said county and state. * adj. on 25th each month

There is now due and owing upon the promissory note aforesaid, the principal sum of Fifty Three Thousand Ninety Four and 87/100ths DOLLARS (\$ 53,094.87), 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 and no/100ths DOLLARS (\$ 100.00) each, plus interest on the unpaid balance at the rate of P+2+1/2 % 13.00% per annum. The first installment shall be and is payable on the 25th day of July, 19 83, 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 shall be due and payable on the 25th day of January, 19 84. 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 at which time monthly payments of \$1,111.24 will be resumed until April 24, 1984, at which time the principal balance plus interest is due and payable.

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.

** adj. on 25th of ea. mo.

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.

Fred R. Schweitzer
 Fred R. Signature of Borrower Schweitzer

Rela L. Schweitzer
 Rela L. Signature of Borrower Schweitzer

WESTERN BANK

Klamath Falls

Branch

By

[Signature]
 Vice Pres. Authorized Signature and Manager

State of Oregon

County of Klamath

SS:

Personally appeared the above named Fred R. Schweitzer and Rela L. Schweitzer

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

[Signature]
 Notary Public for Oregon

My commission expires 2-26-87

RE-2B 5/80

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 27 day of June A.D., 19 83 at 10:16 o'clock A M, and duly recorded in Vol M 83, of mtgs on page. 9967

Fee \$ 4.00

EVELYN BFEHN COUNTY CLERK

by [Signature] Deputy