## MODIFICATION OF MORTGAGE OR TRUST DEED

hereinaftur called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank":  WINNESSETH: On or about the 21st day of October 19.77. the Borrower(s) for the curjusal masker(s) if the Borrower is an assigned of record) did make, secute and deliver to the Bank that certain promissory note in the sum of § 13,000.00 payable in monthly installments with interest at the rate of 10,00.% per annum. For the purpose of securing the purposer of securing the purposer of securing the purposer of securing the purposer of the purposer of securing the purposer of the purposer		THIS AGREEMENT, made and entered into this RONALD E. PHAIR and LORRAYNE PHAIR, h	19th day of husband and v	August wife,	, 19 <u>83</u> , by and between	
WITNESSETH. On or about the 21st day of October 19.77, the Borrowet(s) for the original maker(s) if the Borrowet is an sagines of record) did make, execute and deliver to the Bank that certain promissory notes in the sum of § 13.000.00 payable in monthly installment with interest at the rate of 10.00.5 per annum. For the purpose of securing the payment of said promisory note, the Borrowet is an execution of the securing the payment of said promisory notes in the sum of § 13.000.00 per annum. For the purpose of securing the payment of said promisory notes in the sum of § 13.000.00 per annum. For the purposer is an execution of the Bank the certain Mortgage of Trust Deed, herisafter called a "Securing shade in the Country of Klamath."  Lots 20, 21, 22, 23, 26 6 29 of PIEIMONT HEIGHTS in Klamath Country, Oregon. Al50 one-half of vacated Jones Street adjacent to Lots 20 and 21.  A portion of Lot 7 of Section 6, Township 39 South, Range 10 East of the Williametre Meridain, said point being 600 Sect, more or leas, North Line of the canal of the Enterprise Irrigation District crosses the West line of Section 6, Township 39 South, Range 10 East of the Williametre Meridain, said point being 600 Sect, more or leas, North of the Southwest corner of Lot 7 thereof; themce Rosterity along the North line of Section 6 to the Northwest corner of Lot 7 thereof; themce Rosterity along the North line of said canal to the point of being 600 Sect, more or leas, North of the Southwest corner of said Section; thence North along said North line of said canal to the point of being 600 Section 6 to the Northwest corner of said said the said horth line of said canal to the point of Morth Security Instrument was duly recorded in the records of said county and state.  The section of Said canal; thence Westerly along said North line of said canal to the point of being the said said to the point of said canal to the point of the said horth line of said canal to the point of the said horth line of said canal; thence Westerly along said North l	7	Parainafter called the "Developer A" and WECTEDN DANK O				
A portion of Lot 7 of Section 6, Township 39 South, Range 10 East of the Williamette Meridian, more particularly described as follows: Beginning at a point where the North Lineo of the canal of the Enterprise Irrigation District crosses the West Line of Section 6, Township 39 South, Range 10 East of the Williamette Meridian, said point being 600 feet, more or less, North of the Southwest corner of said Section; thence North along said West Line of Section 6, Township 39 South, Range 10 East of the Williamette Meridian, said point being 600 feet, more or less, North of the Southwest corner of Lot 7 thereof; thence Easterly along had been the Corner of Lot 7 thereof; thence Easterly along the North Line of Said Lot 7 ad distance of 400 fee thence South parallel to the West Line of said Lot and 400 feet distant therefrom to the said beginning.  Which Security Instrument was duly recorded in the records of said county and state.  There is now due and owing upon the promisory note aforesaid, the principal sum ofThirty Five Thousand Two Rundred Finesty Six and 34,100ths		WITNESSETH: On or about the 21st day of maker(s) if the Borrower is an assignee of record) did make sum of \$43,000.00 payable in monthly install purpose of securing the payment of said promissory not assignee of record) did make, execute and deliver to the "Security Instrument" bearing date of October 21 property, situate in the County of Klamath 20, 21, 22, 25, 26 & 29 of PIEDMONT HEI ated Jones Street adjacent to Lots 20 and	October e, execute and deli Ilments with intereste, the Borrowers he Bank their cert , State of IGHTS in Klam	19 77 iver to the Bank that est at the rate of 1 (s) (or the original rtain Mortgage or T 19 77, conveying Oregon math County, 0	the Borrower(s) (or the original t certain promissory note in the .0.00 % per annum. For the maker(s) if the Borrower is an rust Deed, hereinafter called a g the following described real, to-wit:	
which Security Instrument was duly recorded in the records of said county and state.  There is now due and owing upon the promiserory note aforesaid, the principal sum of Thirty Five Thousand Two Minety Six and 34/100ths———————————————————————————————————	More of t Rang Sout corn then Nort	ortion of Lot 7 of Section 6, Township 39 e particularly described as follows: Beg the Enterprise Irrigation District crosse ge 10 East of the Willamette Meridian, sa thwest corner of said Section; thence Norner of Lot 7 thereof; thence Easterly alonce South parallel to the West line of sath line of said canal; thence Westerly alon	O South, Rang ginning at a es the West laid point bein th along sai ong the North	point where the ine of Section ing 600 feet, in different line of said	he North line of the can n 6, Township 39 South, more or less, North of f Section 6 to the North Lot 7 a distance of 400	the the hwest O feet
There is now due and owing upon the promissory note aforesaid, the principal sum of Thirty Five Thousand Two Minerty Six and 34/100ths———————————————————————————————————	~ ~~				ra canar to the point of	r
NOW THEREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the parties herein agree where hereina the balance now due and owing on the promissory note hereinabove described shall be and is payable incombination in the promissory note hereinabove described shall be and is payable on the 25th day of September 19 83, and a like installment shall be and is payable on the 25th day of September 19 83, and a like installment shall be and is payable on the 25th day of September 19 83, and a like installment shall be and is payable on the 25th day of September 19 83, and a like installment shall be and is payable on the 25th day of September 19 84, if any of said installments or either principal or interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable without notice.  **Prime + 2% adjusted on the 25th of each month beginning 8-25-83  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 farement.  IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal(s) and the Bank has caused these presents to be deceuted on its behalf by its diffy suthorized representative this day and year first hereinabove written.  **WESTERN BANK**  Ronald E. Supature of Borrower Phair  **WESTERN BANK**  **WESTERN BANK**  **Branch**  **Prime of Borrower Phair**  **WESTERN BANK**  **Branch**  **Prime of Borrower Phair**  **Branch**  **Prime of Borrower Phair**  **Branch**  **Branch**  **Branch**  **Prime of Borrower Phair**  **Branch**  **B	Hu 6	There is now due and owing upon the promissory not undred Ninety Six and 34/100ths	te aforesaid, the pr	rincipal sum of	nirty Five Thousand Two ARS (\$ 35,296.34 ), as of payment thereof, to which	
IN WITNESS WHEREOF, the Borrower's have hereunto set their hand(s) and seal(s) and the Bank has caused these presents to be gleected on it is behalf by its duty authorized representative this day and year first hereinabove written.  Ronald E Signature of Borrower Phair    Ronald E Signature of Borrower Phair   WESTERN BANK	£889 2	parties hereto do hereby agree that the balance now due and owing on the promissory note hereinabove described shall be and is payable incontainty installments of Thirty Five Thousand Two Hundred Ninety Six and 34/100ths—DOLLARS (\$ 35,296,34 rest.) each, plus monthly interest on the unpaid balance at the rate of 13.0 % per annum. The first installment shall be and is payable on the 25th day of September 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 if not sooner paid, shall be due and payable on the 15th day of February 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. *Prime + 2% adjusted on the 25th of each month beginning 8-25-83  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				
Ronald E. Signature of Borrower Phair  Lorrayney!, Stocature of Borrower Phair  Klamath Falls  By Vice Res Authorized Signature and Manager  State of Oregon  County of Klamath  Personally appeared the above named Ronald E. Phair and Lorrayne Phair, husband and wife,  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  STATE OF OREGON: COUNTY OF KLAMATH: SS  I hereby certify that the within instrument was received and filed for record on the 22 day of August A.D., 1983 at 9:28 o'clock A.M., and duly recorded in Vol M83, of MTGES on page 14046.  EVELYN BIEHN COUNTY CLERK		IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand(s) and seel(s) and the Bank has coursed these				
State of Oregon   State of Oregon   SS:   County of Klamath   SS:		- Squalo Ethan				
County of Klamath  Personally appeared the above named Ronald E. Phair and Lorrayne Phair, husband and wife,  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 Oregon  Klamath Falls, OR 97601  STATE OF OREGON: COUNTY OF KLAMATH :ss  I hereby certify that the within instrument was received and filed for record on the 22 day of August A.D., 1983 at 9:28 o'clock A.M., and duly recorded in Vol. M83, of MTGES on page 14046.  EVELYN BIEHN COUNTY CLERK	:	That I want to the same of the		Tax s	avel .	÷
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Denuty		I hereby certify that the within i	instrument A.D., 19	03 at <u>9:20</u>		
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