

THIS AGREEMENT, made and entered into this 1st day of September, 1983, by and between
JOHN L. BAUMANN and PATRICIA A. BAUMANN, husband and wife,

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

WITNESSETH: On or about the 3rd day of October, 1980, 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 \$ 123,000.00, payable in monthly installments with interest at the rate of 15.50* 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 October 3, 1980, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Tract No. 86 and the E $\frac{1}{2}$ of Tracts 87 and 88, PLEASANT HOME TRACTS #2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

In the event the within described property or any part thereof or any interest therein, is sold, agreed to be sold, conveyed, assigned or alienated by the Mortgagor, without first having obtained written consent or approval of Mortgagee, then at Mortgagee's option, all obligations secured by this instrument, irrespective of maturity date, shall become immediately due and payable.

*Prime + 2% adjusted on calendar quarters

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 One Hundred Twenty Thousand Two Hundred Eighty Three and 79/100ths----- DOLLARS (\$ 120,283.79), 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 Thousand Four Hundred Fifty Five and no/100ths----- DOLLARS (\$ 1,455.00) each, including interest on the unpaid balance at the rate of P+2** % per annum. The first installment shall be and is payable on the 1st day of September, 1983, and a like installment shall be and is payable on the 1st day of each month thereafter until the principal and interest are fully paid, except that the first payment of principal and interest shall be due and payable on the 1st day of September, 1984, if any of said installments are 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 \$1,665.29 shall be resumed until 3-1-2001 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.

**Prime + 2% adjusted on calendar quarters

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.

John L. Baumann
 Signature of Borrower Baumann

Patricia A. Baumann
 Signature of Borrower Baumann

WESTERN BANK

Klamath Falls Branch

By [Signature]
 Vice President and Manager

State of Oregon)
 County of Klamath Falls) SS:

Personally appeared the above named John L. Baumann and Patricia A. Baumann, 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

Coraline H Marshall
 Notary Public for Oregon
 My commission expires 2-9-86

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 2nd day of September A.D., 1983 at 1:49 o'clock P M, and duly recorded in Vol M83, of Mortgages on page 15018.

Fee \$ 4.00

EVELYN, BIEHN COUNTY CLERK
 by [Signature] Deputy