29537

Vol. mg3 Page 17923 Vol. mg2. Page 15779

Rerecorded for Bank Signature MODIFICATION OF MORTGAGE OR TRUST DEED THIS AGREEMENT, made and entered into this 28th day of _ DONALD J. MORRISON and CAROL J. MORRISON, husband and wife September___, 19<u>83</u>, by and between hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank": 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 \$180,000.00 payable in monthly installments with interest at the rate of $P+1\frac{1}{2}$ *% per annum. For the January 19 82 , the Borrower(s) (or the original 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 property, situate in the County of Klamath

All of Lots 1, 2, 3, and 4 in Block 20 of FAIRVIEW SECOND ADDITION to the City of Klamath All of Lot 5, LESS the following portion beginning at the Northwest corner of Lot 5, Block 20, FAIRVIEW ADDITION No. 2 to the City of Klamath Falls, Oregon; thence South along the West line of said Lot 5, 50 feet to the line between Lots 5 and 6 of said Block 20; thence East and parallel to Upham Street 35 feet to a point; thence in a Northwesterly direction to the point of beginning. All of Lot 6, EXCEPT that portion thereof conveyed to the City of Klamath Falls by Deed recorded on Page 205 Volume 82 of Deeds and LESS that portion conveyed to the City of Klamath Falls, by deed recorded on Page 201, of Volume 107 of Deeds, all in Block 20 of FAIRVIEW ADDITION No. 2 to the City of Klamath Falls, 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 One Hundred Forty Four Thousand Three Hundred Fifty Three and 23/100* * * * * 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 DOLLARS (\$2,100.00 each, including per annum. The first installment shall be and is payable on the 25th day of October 1983 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 25th day of September 1984. 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 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 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.

*Western Bank Prime plus 1½% adjusted the last day of each calendar quarter.

*Western Bank Prime plus 2½% adjusted the last day of each calendar quarter.

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**Western Bank Prime plus 1½% adjusted the l Carol Jo AnneSignature of Borrower Morrison Klamath Falls State of Oregon SS: County of Klamath Personally appeared the above named Donald J. Morrison and Carol Jo Anne Morrison, husband and wife. and acknowledged the foregoing instrument to be their voluntary act and deed.

Return to: Western Bank P. O. Box 669 Notary Public for _ Klamath Falls. OR 97601 Orego: My commission expires _2-26 STATE OF OREGON: COUNTY OF KLAMATH: ss I hereby cert ify that the within instrument was received and filed for record on the 29thday of September A.D., 1983 at 1:52 o'clock P M and duly recorded in Vol M 83, of Mortgages on page 16779 _o'clocl_P_M, EVELYN BIEHN, COUNTY CLERK Fee \$ 4.00

STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby cert ify that the within instrument was received and filed for record on the 18th day of October A.D., 19 83 at 11:15 o'clock A M and duly recorded in Vol M83, of Mortgages on page 17923 A.D., 19<u>83</u> at 11:15 o'clock M,

EVELYN BIEHN, COUNTY CLERK

Fee \$ 4.00