

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 26th day of February, 1984, by and between  
JENTRY L. NIX and SHIRLEY M. NIX, husband and wife,

hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank":  
WITNESSETH: On or about the 7th day of April, 1981, 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 \$ 10,000.00, payable in monthly installments with interest at the rate of WBP+1 1/2% 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 7, 1981, conveying the following described real  
property, situate in the County of Klamath, State of Oregon, to-wit:

Beginning at the Southwesterly corner of Lot 2, Block 47 in NICHOLS ADDITION to the  
City of Klamath Falls, Oregon; thence Easterly on North line of Pine Street 44 feet;  
thence Northerly at right angles with Pine Street 110 feet, more or less, being a  
point which is the Northeast corner of the property herein; thence Westerly at  
right angles to Tenth Street 69 feet; more or less to the East line of Ninth  
Street; thence Southerly along said East line of Ninth Street 110 feet, more or  
less, to the place of beginning, as shown by the duly recorded plat of said  
NICHOLS ADDITION to the City of Klamath Falls, 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 Thousand Two Hundred  
Ninety Six and 85/100\* \* \* \* \* DOLLARS (\$1,296.85),  
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 Three Hundred Sixty Four and 04/100\* \* \* \* \*  
DOLLARS (\$364.04) each, including interest on the unpaid balance at the rate of WBP+1 1/2%  
per annum. The first installment shall be and is payable on the 15th day of February, 1984, and a  
like installment shall be and is payable on the 15th 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 May, 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  
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.

Jentry L. Nix  
Signature of Borrower Nix

Shirley M. Nix  
Signature of Borrower Nix

WESTERN BANK

Klamath Falls

Branch

By [Signature]  
Loan Authorized Signature Officer

State of Oregon

County of Klamath

SS:

Personally appeared the above named Jentry L. Nix and Shirley M. Nix, husband and wife  
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

[Signature]  
Notary Public for Oregon  
My commission expires 3/18/87

RE-28 5/80

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 30th day of January, A.D., 1984 at 2:01 o'clock P.  
and duly recorded in Vol. 1184, of Mortgages on page 1563.

Fee \$ 4.00

EVELYN BIENN, COUNTY CLERK

by [Signature] Deputy

\*Western Bank Prime plus 1 1/2%  
adjusted monthly on the 25th beginning 2-25-84