

MODIFICATION AGREEMENT

THIS AGREEMENT is made between HOMER F. ROHSE & ELAINE DAHL ROHSE, hereinafter referred to as **Lender**, and WILLIAM T. JOHNSON & DOLORES Y. JOHNSON, hereinafter referred to as **Borrower**.

WHEREAS Borrower executed and delivered a Note and Trust Deed dated February 22, 1979, recorded October 1, 1980, in Book M80, page 18945, on the subject real property described as:

Lot 1 in Block 1 OREGON SHORES SUBDIVISION - Tract #1053, in the County of Klamath, State of Oregon, as shown on the Map filed on October 3, 1973, in Volume 20, Pages 21 and 22 of MAPS in the office of the County Recorder of said County.

which Trust Deed was subsequently assigned to **Lender**; and

WHEREAS Borrower is in default under said Trust Deed and has failed to pay all real property taxes when due and to make the monthly payments due for November 18, 1983, and each month thereafter; and

WHEREAS there is currently owing to **Lender** thereon the sum of \$1,341.99 with interest at the rate of 7% per annum from March 1, 1983; **Borrower** covenants that said amount is a valid debt with no defenses, offsets, or adjustments thereto; and

WHEREAS Borrower desires to modify the terms of said loan; now, therefore

In consideration of the mutual covenants contained herein and in consideration of Lender's forbearance from foreclosure, the parties agree as follows:

1. Real property taxes for the years 1981 through 1984 shall be paid by Lender and added to the loan balance in the sum of \$285.97; and interest owing from March 1, 1984, to August 1, 1984, in the sum of \$39.27 shall be added to the present balance, to make the total balance owed to equal the sum of \$1,667.23 with interest current to August 1, 1984.

2. The interest rate shall be increased from 7% per annum to 12% per annum, effective August 1, 1984.

3. The next monthly payment shall be due on September 1, 1984, and shall be due on the 1st day of each month thereafter.

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4. All other terms of the trust deed shall remain in full force and effect.

Dated this 20 day of August, 1984.

LENDER

Homer F. Rohse
HOMER F. ROHSE

Elaine Dahl Rohse
ELAINE DAHL ROHSE

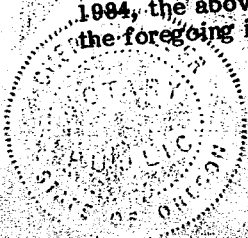
BORROWER

William T. Johnson
WILLIAM T. JOHNSON

Dolores Y. Johnson
DOLORES Y. JOHNSON

STATE OF Oregon, ss.
County of Los Angeles

PERSONALLY appeared before me this 22nd day of August, 1984, the above named HOMER F. ROHSE and ELAINE DAHL ROHSE and acknowledged the foregoing instrument to be their voluntary act and deed.

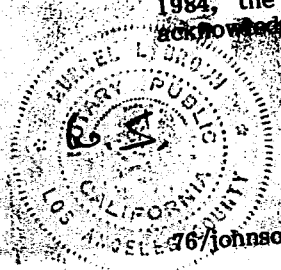


Before me:

Cheri Miller
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-12-87

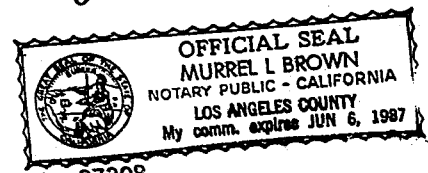
STATE OF California, ss.
County of Los Angeles

PERSONALLY appeared before me this 1st day of August, 1984, the above named WILLIAM T. JOHNSON and DOLORES Y. JOHNSON and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Murrel L. Brown
NOTARY PUBLIC FOR California
My Commission Expires: June 6, 1987



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Return to Mortgage Bancorporation PO Box 230 Salem, OR 97308
attn: Jeri L. White

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 27th day of August A.D., 19 84 at 11:10 o'clock A M, and duly recorded in Vol M84, of Mortgages on page 14777.

EVELYN BIEHN, COUNTY CLERK
by: Tom Smith, Deputy

Fee: \$ 8.00 Index: \$1.00