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## MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 4th day of January, 1985, by and between  
EDGAR L. VIETS, President for VIETS & VIETS, INC.

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

WITNESSETH: On or about the 3rd day of August, 1978, 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 \$18,500.00, payable in monthly installments with interest at the rate of 11.00% 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 August 3, 1978, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lots 1, 2, 3 and 32 in Block 310 of DARROW ADDITION to the City of Klamath Falls, and that portion of the vacated alley in Block 310 of DARROW ADDITION to the City of Klamath Falls, lying between Lots 1, 2 and 3 on one side and Lot 32 on the other side thereof, all 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 \*Eleven Thousand Five Hundred Fifty Two and 17/100\* \* \* \* \* DOLLARS (\$ 11,552.17 ), 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 \*Two Hundred Thirty Seven and 41/100\* \* \* \* \* DOLLARS (\$ 237.41 ) each, including interest on the unpaid balance at the rate of 12.00% per annum. The first installment shall be and is payable on the 3rd day of February, 1985, and a like installment shall be and is payable on the 3rd 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 3rd day of August, 1990. 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.

VIETS & VIETS, INC.

BY: Edgar L. Viets, Pres. WESTERN BANK  
Edgar L. Viets, Signature of Borrower Viets

Suzanne M. Viets, Sec. Klamath Falls Branch  
Suzanne M. Viets, Signature of Borrower

By: [Signature] Authorized Signature

State of OREGON

County of KLAMATH

SS:

Personally appeared the above named Edgar L. Viets & Suzanne M. Viets, who each being first and duly sworn, did say that the former is the president and the later is the Secretary of Viets & Viets, Inc. a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary act and deed.

Before Me:

Faith M. Moore  
Notary Public for Oregon

My commission expires: 8/27/87

Return to:  
Western Bank  
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 25th day of January A.D., 1985 at 4:07 o'clock P.M., and duly recorded in Vol. 185, of Mortgages on page 1476.

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy

Fee: \$ 5.00

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