46983 Vol. Mgs Page MODIFICATION OF MORTGAGE OR TRUST DEED THIS AGREEMENT, made and entered into this <u>18th</u> day of \_ FREDRICK M. FORSYTHE, a single man hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank": \_\_ 19<u>85</u>\_\_ by and between WI INESSE I H: Un or about the <u>Listing</u> day or <u>December</u> 19.02 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 \$15,000.00 payable in **ADDATERY INSTALLANT** installments with interest at the rate of 15,00% per annum. For the December of securing the December of said promissory note the Borrower(s) for the original maker(s) if the Borrower is an sum or  $p_{\pm 2,4,000,400}$  payable in subsective anstallments with interest at the rate of  $\pm 2,400,70$  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 entire of the Park their cortain Mortrage or Trust Deed berging the payable and deliver to the Park their cortain Mortrage or Trust Deed berging the payable and deliver to the Park their cortain Mortrage or Trust Deed berging the payable and deliver to the Park their cortain Mortrage or Trust Deed berging the payable and deliver to the Park their cortain Mortrage or Trust Deed berging to an end of the park their cortain Mortrage or Trust Deed berging to an end of the park their cortain Mortrage or Trust Deed berging to an end of the park their cortain Mortrage or Trust Deed berging to an end of the park their cortain Mortrage or Trust Deed berging to an end of the park their cortain Mortrage or Trust Deed berging to an end of the park their cortain Mortrage or Trust Deed berging to an end of the park their cortain Mortrage or Trust Deed berging to an end of the payable of t purpose or 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 December 29 to 82 powering the following detailed and property, situate in the County of <u>Klamath</u> Lot 1 of GARDEN TRACTS, according to the official plat thereof on file 36 \_ 19\_82, conveying the following described real in the office of the County Clerk, Klamath County, Oregon. 2 E 07 MAR 22 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 Three Thousand Nine Hundred Ninety Three and 73/100\* \* \* \* \* \* \* \* \* \* DOLLARS (\$ 3,993.73 ). together with the accrued interest thereon, and the Borrower(s) desire a modification of the terms of payment thereof, to which the Borrower (s) desire a modification of the terms of payment thereof, to which NOW THEREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the NOW THEREFORE, in consideration or the premises and or the promises and agreements hereinatter 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 machine the promissory note hereinabove described shall be and DOLLARS (\$ 3, 003, 73, ) each plus guarterly interest on the unpaid balance at the rate of 15-00 % DOLLARS (\$ 3,993.73 ) each, <u>plus quarterly</u> interest on the payable on the <u>17th</u> day of \_\_\_\_\_ ) each, <u>plus quarterly</u> interest on the unpaid balance at the rate of <u>15.00</u> % that he and is navable on the 17th day of Tupe 19.85 and a per annum, me may matament and be and is payable on the \_\_\_/\_EIL day or \_\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_\_\_UILe\_\_\_\_UILe\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_\_UILe\_\_\_\_UILe\_\_\_\_\_UILE\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_\_UILE\_\_\_\_UILE\_\_\_\_U Reiskowcept Mask the final payment of principal and interest if not sooner paid, shall be due and payable on the <u>16th</u> day of Contact on the the paid of said installments of sither principal and payable on the <u>16th</u> day br <u>Seprember</u>, 19,85, It any or 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 Except as nerein modified in the manner and on the terms and conditions nerein 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 approximate the same system as the whole the terms and conditions in all connects incorporated basis and Security instrument shall be in full force and effect, with all the terms and conditions of which the borrowerts) 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. Fredrick M. Signature of Borrower Forsythe WESTERN BANK Signature of Borrower Klamath Fal State of \_\_\_\_OREGON Branch Authorized Signature County of KLAMATH Vice President and Manager 'ek 1<u>5</u>.00 Personally appeared the above named <u>Fredrick M. Forsythe</u> and acknowledged the foregoing instrument to be their voluntary act and deed. Before me P. O. Box 669 RE-28 5/80 Klamath Falls, OR 97601 an Notary Public for STATE OF OREGON: Oregon My commission expires I hereby certify that the within instrument was received and filed for Percent on the 10th day of March A D 10.85 at 2:36 record on the and duly recorded in Vol Mortgages \_o'clock P Fee: \_\_\_\_\_on page <u>4080</u> Μ, \$ 5.00 EVELYN BIEHN, COUNTY CLERK by: , Deputy