

THIS AGREEMENT, made and entered into this 25th day of June, 1986, by and between JOSEPH M. HOHMAN and EDWARD R. ZAROSINSKI, Trustee for ZAROSINSKI EMPLOYEES TRUST

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

WITNESSETH: On or about the 15th day of December, 1977, 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 \$200,000.00, payable in monthly installments with interest at the rate of 10.25 % 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 December 15, 1977, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

All that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 E.W.M., more particularly described as follows: Beginning at the point of intersection of the North-easterly line of Ninth Street with the Northwesterly line of Main Street in the City of Klamath Falls, running thence; Northeasterly along the Northwesterly line of Main Street, 68.97 feet, more or less, to the Southwesterly line of Tenth Street; thence Northwesterly along the Southwesterly line of Tenth Street, 114.0 feet; thence Southwesterly, parallel with Main Street, 96.39 feet, more or less, to the Northeasterly line of Ninth Street; thence Southeasterly along Ninth Street, 117.23 feet, more or less, to the point of beginning.

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 Eighty Three Thousand Five Hundred Fifty Three and 67/100 * * * * * DOLLARS (\$ 83,553.67), 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 One Thousand Eleven and no/100 * * * * * DOLLARS (\$ 1,011.00) each, including interest on the unpaid balance at the rate of 10.25 % per annum. The first installment shall be and is payable on the 25th day of July, 1986, 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 June, 1989. 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.

Joseph M. Hohman and Edward R. Zarosinski, Trustee for Zarosinski Employees Trust

Signature of Borrower Hohman
 Signature of Borrower Zarosinski

WESTERN BANK

Klamath Falls

By E. Marshall Branch
 IL Officer Authorized Signature

State of Oregon

County of Klamath

SS:

Personally appeared the above named Joseph M. Hohman and Edward R. Zarosinski

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

RE-2B 5/80

Notary Public for Oregon
 My commission expires 5/24/88

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of June A.D., 1986 at 11:55 o'clock A M., and duly recorded in Vol. M86 day of June on Page 11194
Mortgages

FEE \$5.00

Evelyn Biehn, County Clerk
 By Ann Smith