

77067

MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 16th day of July, 1987, by and between RONALD E. PHAIR and LORRAYNE PHAIR, husband and wife

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

WITNESSETH: On or about the 21st day of October, 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 \$43,000.00 payable in monthly installments with interest at the rate of 10.00 % 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 October 21, 1977, conveying the following described real property, situate in the County of Klamath, State of Oregon to-wit: The following described real property in Klamath County, Oregon: Lots 20, 21, 22, 25, 26 & 29 of PIEDMONT HEIGHTS in Klamath County, Oregon: one-half of vacated Jones Street adjacent to Lots 20 and 21. A portion of Lot 7 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at a point where the North line of the canal of the Enterprise Irrigation District crosses the West line of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, said point being 600 feet, more or less, North of the Southwest corner of said Section; thence North along said West line of Section 6 to the Northwest corner of Lot 7 thereof, thence Easterly along the North line of said Lot 7 a distance of 400 feet; thence South parallel to the West line of said Lot and 400 feet distant therefrom to the said North line of said canal; thence Westerly along said North line of said canal 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 Twenty Nine Thousand Five Hundred Fourteen and 40/100 DOLLARS (\$ **29,514.40**), 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 Twenty Nine Thousand Five Hundred Fourteen and 40/100 DOLLARS (\$ 29,514.40) each, plus interest on the unpaid balance at the rate of WBBR+2% * per annum. The first installment shall be and is payable on the 15th day of August, 1987, 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 12th day of January, 1988. 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 or interest, become immediately due and payable without notice. *Rate of interest to be adjusted daily to 2.0% over Western Bank Base Lendinr Rate.

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 hands(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.

Ronald E. Phair
Signature of Borrower
Lorraine Phair
Signature of Borrower

WESTERN BANK
Klamath Falls
By C. Monshael Branch
IL Officer Authorized Signature

State of Oregon)
County of Klamath) SS:
Personally appeared the above named Ronald E. Phair and Lorraine Phair

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:
RETURN TO: Western Bank
Klamath Falls Branch
P.O. Box 669
Klamath Falls, OR 97601
Notary Public for Oregon
My commission expires 2-9-90

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Western Bank the 17th day
of July A.D., 1987 at 11:54 o'clock AM. and duly recorded in Vol. M87
of Mortgages on Page 12735
FEE \$5.00
By Evelyn Biehn County Clerk

1987 JUL 17 AM 11 54

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