

78024

MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 11th day of August, 19 87, by and between EDWARD ZAROSINSKI and DARLENE ZAROSINSKI, an estate in fee simple as tenants by the entirety hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank":

WITNESSETH: On or about the 22nd day of December, 19 83, 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 \$ 49,994.96, payable in monthly installments with interest at the rate of *13.0 % 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 22, 1983, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

*Western Bank Base Lending Rate +2.0% adjusted 1/4ly on the last day of each calendar quarter.

Lots 21, 22 and 23 in LAKESHORE GARDENS, 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 Forty Nine Thousand Nine Hundred Thirty Seven and 42/100* * * * * * DOLLARS (\$ 49,937.42), 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 Six Hundred Sixty and 17/100* * * * * * DOLLARS (\$ 660.17) each, including interest on the unpaid balance at the rate of 10.0 % per annum. The first installment shall be and is payable on the 20th day of September, 19 87, and a like installment shall be and is payable on the 20th 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 20th day of August, 19 97. 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.

Edward Zarosinski
Edward
Signature of Borrower Zarosinski

Darlene Zarosinski
Darlene
Signature of Borrower Zarosinski

WESTERN BANK

Klamath Falls Branch

By E. Marshall
Authorized Signature

State of Oregon)
County of Klamath) SS:

Personally appeared the above named Edward Zarosinski and Darlene 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

Crystaline H. Marshall
Notary Public for Oregon
My commission expires 2-9-90

FE-28 5/80

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank
of August A.D., 19 87 at 11:52 o'clock A M., and duly recorded in Vol. M87,
of Mortgages on Page 14465.

FEE \$5.00

Evelyn Biehn, County Clerk
By [Signature]

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