

84161

## MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 1st day of February, 1988, by and between  
 FREDERICK M. FORSYTHE AKA FREDERICK MERLE FORSYTHE AKA FREDRICK M. FORSYTHE

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

WITNESSETH: On or about the 23rd day of April, 1986, 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 \$16,000.00 payable in monthly installments with interest at the rate of WBB+4.5% 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 April 23, 1986, conveying the following described real  
 property, situate in the County of Klamath, State of Oregon, to-wit:

Lot 1 of GARDEN TRACTS, according to the official plat thereof on file in the office of  
 the County Clerk, 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 Thirteen Thousand Six  
Hundred Eighteen and 09/100 \* \* \* \* \* DOLLARS (\$ 13,618.09),  
 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 Ninety Five and 44/100 \* \* \* \* \* DOLLARS (\$ 295.44) each, including interest on the unpaid balance at the rate of WBB+4.5%  
 per annum. The first installment shall be and is payable on the 1st day of March, 1988, and a  
 like installment shall be and is payable on the 1st 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 1st day  
 of May, 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. \*Rate to be adjusted daily to Western Bank Base Lending Rate plus 4.5%  
 Maximum Rate 13.50% Minimum Rate 12.00%

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.

Fredrick M. Forsythe  
 Signature of Borrower  
 aka Frederick M. Forsythe  
 aka Frederick Merle Forsythe  
 Signature of Borrower

WESTERN BANK

Klamath, Falls Branch  
 By Mark [Signature]  
 Assistant Authorized Signature  
 Vice President and Manager

State of Oregon  
 County of Klamath } SS:

Personally appeared the above named Fredrick M. Forsythe

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

John Burcaut  
 Notary Public for Oregon  
 My commission expires 2-26-91

RE-28 5/80

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank  
 of February A.D., 19 88 at 12:39 o'clock P M., and duly recorded in Vol. M88  
 of Mortgages on Page 1778

FEE \$5.00

Evelyn Biehn, County Clerk  
 By [Signature]

Western Bank  
 Box 669, HFO

OK