

Loan #251266-3

86715

MODIFICATION OF NOTE AND MORTGAGE

Vol. 1788 Page 6575

THIS AGREEMENT, made and entered into this 21st day of April, 19 88, by and between  
--Joe L. Keller and Rosie A. Keller, husband and wife and Stephen J. Keller, a single person--

hereinafter called the "Mortgagors" and FIRST INTERSTATE BANK OF OREGON, N.A., (formerly known as First National Bank of Oregon, a national banking association) hereinafter called the "Mortgagee".

WITNESSETH:

On or about the 30th day of March, 19 77, the Mortgagors did make, execute and deliver to the Mortgagee their certain promissory note, (or, in the case of assumptions, their assumption agreement) in the sum of \$ 176,000.00 with interest thereon at the rate of 9.50 % per annum, payable in consecutive monthly installments of \$ 1,866.69 principal and interest, with the final installment of the indebtedness, if not sooner paid, due and payable on October 1, 1991.

For the purpose of securing the payment of said promissory note the Mortgagors, or their predecessors in interest did make, execute and deliver to the Mortgagee their certain indenture of mortgage, bearing date of March 30, 19 77, on and covering the following described real property,

situate in the County of Klamath

, State of Oregon, to-wit:

See legal description attached hereto and by this reference incorporated herein.

A tract of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pin on the East right of way line of the Klamath Falls-Merrill Highway from which the Southwest corner of said Section 7 bears South 910.6 feet and North 89° 27' West 30.00 feet distant; thence South along the said East right of way line of said Highway 175.00 feet; thence East at right angles to said Highway right of way line of the centerline of the Enterprise Irrigation District Canal; thence Northeasterly along the centerline of said canal to a point which is East 965.19 feet from the point of beginning; thence West 965.19 feet to the point of beginning.

twenty-seven and 77/100----- (\$ 81,227.95 ) DOLLARS,

Together with accrued interest thereon, and the Mortgagors desire a modification of the terms of the payment thereof, to which the Mortgagee 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, Mortgagors and Mortgagee agree that the balance now due and owing on the promissory note and mortgage described above shall be and is payable in monthly installments of -----  
Eight hundred and twenty-four and 65/100-----  
(\$ 824.65 ) DOLLARS each, with ----- interest on the unpaid balance at the rate of 10.75 % per annum, which installment includes credit life and disability insurance premiums ("Insurance Premiums"), if any. The first installment shall be and is payable on the 1st day of May, 19 88, and a like installment shall be paid on the 1st day of each month thereafter until the principal and interest and any Insurance Premiums are fully paid, except that the final payment of principal and interest and any Insurance Premiums if not sooner paid, shall be due and payable on the 1st day of April, 19 98. If any of said installments of either principal or interest or any Insurance Premiums are not so paid, the whole sum of principal, interest and any Insurance Premiums shall become immediately due and payable without notice, at the option of the Mortgagee, its successors or assigns. The principal may be prepaid in whole or in part on any installment date subject to payment of a prepayment premium of 0.00 percent during the first five years from the date hereof of that portion, if any, of the sum prepaid in any one loan year in excess of 0.00 percent of principal amount now owing on said note as referred to above. Said yearly prepayment privilege without premium shall not be cumulative. Any prepayment of principal shall be applied to the payment of the most remote unpaid installments.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, the said promissory note and mortgage shall be and remain in full force and effect, with all the terms and conditions of which the Mortgagors 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.

**NOTICE TO BORROWER. DO NOT SIGN THIS LOAN AGREEMENT BEFORE YOU READ IT. THIS LOAN AGREEMENT PROVIDES FOR THE PAYMENT OF A PENALTY IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT IN THE LOAN AGREEMENT.**

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals and the Mortgagee has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Joe L. Keller  
N-157 7-82 Rosie A. Keller

Stephen J. Keller

FIRST INTERSTATE BANK OF OREGON, N.A.

By Gary A. Hager  
Gary A. Hager, Vice President  
Residential Loan Services Dept

6576

Vol. M77 Pg.

which mortgage was duly recorded in the Records of Mortgages of said county and state, March 31, 19 77, No. 27458 5373

There is now due and owing upon the promissory note and mortgage the principal sum of Eighty-one thousand two hundred and twenty-seven and 95/100----- (\$ 81,227.95 ) DOLLARS,

Together with accrued interest thereon, and the Mortgagors desire a modification of the terms of the payment thereof, to which the Mortgagee 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, Mortgagors and Mortgagee agree that the balance now due and owing on the promissory note and mortgage described above shall be and is payable in monthly installments of -----

Eight hundred and twenty-four and 65/100----- (\$ 824.65 ) DOLLARS each, with interest on the unpaid balance at the rate of 10.75 % per annum, which

installment includes credit life and disability insurance premiums ("Insurance Premiums"), if any. The first installment shall be and is payable on the 1st day of May, 19 88, and a like installment shall be paid on the 1st day of each month thereafter until the principal

and interest and any Insurance Premiums are fully paid, except that the final payment of principal and interest and any Insurance Premiums if not sooner paid, shall be due and payable on the 1st day of April, 19 98. If any of said installments of either principal or interest

or any Insurance Premiums are not so paid, the whole sum of principal, interest and any Insurance Premiums shall become immediately due and payable without notice, at the option of the Mortgagee, its successors or assigns. The principal may be prepaid in whole or in part on any installment date subject to payment

of a prepayment premium of 0.00 percent during the first five years from the date hereof of that portion, if any, of the sum prepaid in any one

loan year in excess of 0.00 percent of principal amount now owing on said note as referred to above. Said yearly prepayment privilege without premium shall not be cumulative. Any prepayment of principal shall be applied to the payment of the most remote unpaid installments.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, the said promissory note and mortgage shall be and remain in full force and effect, with all the terms and conditions of which the Mortgagors 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.

**NOTICE TO BORROWER. DO NOT SIGN THIS LOAN AGREEMENT BEFORE YOU READ IT. THIS LOAN AGREEMENT PROVIDES FOR THE PAYMENT OF A PENALTY IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT IN THE LOAN AGREEMENT.**

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals and the Mortgagee has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Joe A. Keller  
Joe A. Keller

Rosie A. Keller  
N-157 7-82 Rosie A. Keller

Stephen J. Keller  
Stephen J. Keller

FIRST INTERSTATE BANK OF OREGON, N.A.

By Gary A. Hager

Gary A. Hager, Vice President  
Residential Loan Services Dept