

THIS AGREEMENT, made and entered into this _____ day of August, 19 88, by and between
Laurence A. Tuttle and Judith L. Tuttle, Husband and Wife

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

WITNESSETH: On or about the 4th day of October, 19 77, 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 \$ 34,400.00, payable in monthly installments with interest at the rate of 9.5 % 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 October 4, 19 77, conveying the following described real property, situate in the County of Deschutes, State of Oregon to-wit:

said "Security Instrument" recorded on October 6, 1977 in Book 231 at Page 957-960 of Mortgages

Lot Five (5) in Block One (1) of Westwood Acres Section One, Deschutes 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 Thirty-four Thousand Twenty-four and 89/100-----DOLLARS (\$ 34,024.89),

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 Three Hundred Fifty-five and 56/100----- DOLLARS (\$ 355.56) each, including interest on the unpaid balance at the rate of 9.5 % per annum. The first installment shall be and is payable on the 1st day of September, 19 88, 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 August 1, 2003 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.

Laurence A. Tuttle
 Signature of Borrower
Judith L. Tuttle
 Signature of Borrower

WESTERN BANK

Loan Center _____ Branch
 By Jeffrey R. McKinnon
 Authorized Signature
 Jeffrey R. McKinnon - Vice President

State of Oregon)
 County of Deschutes) SS:
 Personally appeared the above named Laurence A. Tuttle and Judith L. Tuttle

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

Andrew J. [Signature]
 Notary Public for Oregon
 My commission expires 11-22-89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 26th day
 of Aug., 19 88 at 12:44 o'clock P.M., and duly recorded in Vol. M88,
 of Mortgages on Page 13815

Evelyn Biehn County Clerk

By [Signature]

FEE \$8.00

Return: Western Bank
 P.O. Box 1377, Coos Bay, Or. 97420

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THE TRUSTEE has executed this instrument to acknowledge his
(its) assent thereto and agrees to continue to act in such capacity under
the terms as modified herein.

TRUSTEE

BEND TITLE COMPANY
by: Charles A. Symon
President

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ Aug. _____ A.D., 19 88 at 12:44 o'clock _____ P.M., and duly recorded in Vol. M88
of _____ Mortgages _____ on Page 13813

FEE \$13.00

Evelyn Biehn County Clerk
By Pauline Mullins

Return: Western Bank
P.O. Box 1377
Coos Bay, Or. 97420