

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 28th day of September, 1988, by and between RAYMOND E. DILLON and BARBARA J. DILLON 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 25th day of August, 1987, 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 \$ 35,640.75, payable in monthly installments with interest at the rate of 13.5% 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 August 25, 1987, conveying the following described real property, situate in the County of Klamath, State of Oregon to-wit:

The E1/2 NE1/4 NE1/4 of Section 6, Township 40 South, Range 9 East of the Willamette Meridian, 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 Twenty Six Thousand Nine Hundred Ninety Eight and 98/100\* \* DOLLARS (\$ 26,998.98), 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 Six Thousand Nine Hundred Ninety Eight and 98/100\* \* DOLLARS (\$ 26,998.98) each, plus interest on the unpaid balance at the rate of 13.5% per annum. ~~The first installment shall be due and payable on the xxxxxxxx day of xxxxxxxx 19xxxx and a~~ ~~like installment shall be due and payable on the xxxxxxxx day of xxxxxxxx 19xxxx and a~~ ~~and except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 14th day~~ ~~of October 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 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.

BY D & D CRUSHING, INC. President  
Signature of Borrower  
BY Gordon Dilla Sec/Treas  
Signature of Borrower

WESTERN BANK

Klamath Falls

By Mark Turner Branch  
Assistant Vice Authorized Signature President & Manager

State of Oregon

County of Klamath ) SS:

Personally appeared the above named Ray Dillon and Gordon Dillon

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

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 Oct. A.D., 1988 at 2:53 o'clock P.M., and duly recorded in Vol. M88,  
of Mortgages on Page 16489,  
Evelyn Biehn  
By Dorlene Mullen County Clerk

FEE \$8.00

88 OCT 3 PM 2 53