

2246

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 16th day of June, 1989, by and between
 * * * CARRIE B. WEISER * * *

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

WITNESSETH: On or about the 4th day of February, 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 \$* 20,400.00* payable in monthly installments with interest at the rate of WBBR+ % 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 February 4, 1986 conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lot 1, Block 83, KLAMATH ADDITION, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM:

Beginning at the most Southerly corner of said Lot 1 said corner being common to said Lot 1 and Lot 2; thence North 51° 04' West along the line common to said Lot 1 and Lot 2, 19.83 feet; thence leaving said lot line North 38° 56' East, 52.00 feet to the Southwesterly right of way line of Seventh Street; thence South 51° 04' East along said right of way line, 19.83 feet to the Southeast corner of said Lot 1; thence South 38° 56' West along the Southeast line of said Lot 1, 52.00 feet to the point of beginning.

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 * * * SEVEN THOUSAND THREE HUNDRED SIXTEEN AND 52/100 * * * DOLLARS (\$* 7,316.52* * *), 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 one and 29/100 * * * DOLLARS (\$* 351.29* * *) each, including interest on the unpaid balance at the rate of WBBR+ % per annum. The first installment shall be and is payable on the 4th day of July, 1989, and a like installment shall be and is payable on the 4th 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 4th day of June, 1991. 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.

Carrie B. Weiser
 Signature of Borrower
 Carrie B Weiser

WESTERN BANK

Klamath Falls Branch

By C. Marshall
 Authorized Signature

RETURN TO: WESTERN BANK
 P.O. BOX 669
 KLAMATH FALLS, OR 97601

State of Oregon

County of Klamath

Personally appeared the above named * * * CARRIE B. WEISER * * * and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Caroline M. Marshall
 Notary Public for OREGON

My commission expires 2-9-90

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 3rd day of July, A.D., 19 89 at 3:07 o'clock PM., and duly recorded in Vol. M89 of Mortgages on Page 12034

Evelyn Biehn County Clerk

By Caroline M. Marshall

FEE \$8.00

1989 JUL 3 PM 3:07