

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 12th day of July, 19 89, by and between JOSEPH MICHAEL HOHMAN and EDWARD R. ZAROSINSKI, Trustee for Zarosinski Employees Trust

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

WITNESSETH: On or about the 15th day of December, 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 \$ 200,000.00 payable in monthly installments with interest at the rate of 10.25 % 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 December 15, 19 77, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

PARCEL 1:

All that portion of the NE $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 E.W.M., more particularly described as follows:

Beginning at the point of intersection of the Northeasterly line of Ninth Street with the Northwesterly line of Main Street in the City of Klamath Falls, and running thence; Northwesterly along the Northwesterly line of Main Street, 68.97 feet, more or less, to the Southwesterly line of Tenth Street; thence Northwesterly along the Southwesterly line of Tenth Street, 114.0 feet; thence Southwesterly, parallel with Main Street, 96.39 feet, more or less, to the Northeasterly line of Ninth Street; thence Southeasterly along Ninth Street, 117.23 feet, more or less, 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 *Seventy One Thousand Eight Hundred Seven and 88/100 DOLLARS (\$ 71,807.88), 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 **One Thousand Eleven and No/100 DOLLARS (\$ 1,011.00) each, including interest on the unpaid balance at the rate of 10.25 % per annum. The first installment shall be and is payable on the 10th day of August, 19 89, and a like installment shall be and is payable on the 10th 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 10th day of July, 19 92. 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.

Joseph Michael Hohman
Signature of Borrower
Edward R. Zarosinski, Trustee for
Signature of Borrower
Edward R. Zarosinski, Trustee for
Zarosinski Employees Trust

WESTERN BANK

Klamath Falls Branch
By C. Marshall
C. Marshall Authorized Signature

State of Oregon

County of Klamath

Personally appeared the above named Joseph Michael Hohman and Edward R. Zarosinski, Trustee for Zarosinski Employees Trust and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

return to:

Western Bank

P.O. Box 669

Klamath Falls, Oregon 97601

Caroline H 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 17th day of July, A.D., 19 89 at 10:30 o'clock A.M., and duly recorded in Vol. M89 of Mortgages on Page 12986

Evelyn Biehn County Clerk
By Caroline H Marshall

FEE \$8.00