

WESTERN BANK  
P.O. BOX 669  
Klamath Falls, OR 97601

8442

Vol. m89 Page 23104

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 27th day of November, 19 89, by and between  
ROBERT L. GOODELL AND PATRICIA A. GOODELL

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

WITNESSETH: On or about the 16th day of June, 19 86, 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 \$ 300,000.00, payable in monthly installments with interest at the rate of 8+1.5% 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 June 16, 19 86, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

PARCEL 1: A portion of Tract 90, Enterprise Tracts, more particularly described as follows: Beginning at a point on the East line of said Tract 90, 30 feet North of the Southeast corner of said tract; thence West 688.6 feet, more or less, to the East boundary of a tract of land conveyed to J.L. Lee by deed recorded August 16, 1909, in Deed Volume 28 page 17, thence North along the East boundary of said Lee Tract to the Southerly boundary of the Great northern Railway right of way; Thence Southeasterly along the Southerly boundary of said right of way to its intersection with the East boundary of said Tract 90; thence South to the point of beginning. PARCEL 2: All of Block 1 and Lots 1, 2, 3, 4, 5, 6 and 7 in Block 2 of Ewauna Park, EXCEPTING THEREFROM a 40 foot strip of land along the railroad as deeded by deed recorded in Deed Volume 284 page 106, Klamath County, Oregon according to the official plat thereof on file in the office of the County Clerk, 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 Two Hundred Thousand and no/100 \* \* \* \* \* DOLLARS (\$ 200,000.00 ), 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 Two Hundred Thousand and no/100's DOLLARS (\$ 200,000.00 ) each, plus monthly 8+1.5% interest on the unpaid balance at the rate of 8+1.5% per annum. The first installment shall be and is payable on the 15th day of December, 19 89, and a like installment shall be and is payable on the 15th 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 15th day of November, 19 90. 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.

Robert L. Goodell  
Robert L. Signature of Borrower Goodell  
Patricia A. Goodell  
Patricia A. Signature of Borrower Goodell

WESTERN BANK

Klamath Falls Branch  
By Shanna Berg  
Assistant Manager

Witness

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 27th day of November, 19 89, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert L. Goodell and Patricia A. Goodell

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Shanna Berg  
Notary Public for Oregon.  
My Commission expires 7-9-93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 29th day of Nov. 89 at 11:41 o'clock AM. and duly recorded in Vol. M89 of Mortgages on Page 23104

FEE \$8.00

Evelyn Biehn County Clerk  
By Shanna Berg