

After recording, please return to:

Please place Recorder's Doc. No. below:

BROWNING & HEIL - ATTORNEYS PC
3012-B Pacific Avenue
P.O. Box 430
Forest Grove, Oregon 97116-0430

Vol. m90 Page 25333

**24033 AGREEMENT FOR CONSENT TO SALE AND MODIFICATION OF
PROMISSORY NOTE AND TRUST DEED**

This AGREEMENT evidences a certain agreement among, and is made by and between, HENRY B. SANDERS and DOROTHY M. SANDERS, husband and wife ("the Lender"), and HARRY B. SIDES and MARY SIDES, husband and wife ("the Borrower").

RECITALS: The following recitals of fact are a material part of this Agreement:

a. The Lender sold to the Borrower all of the Lender's right, title, and interest in and to that certain real property in Klamath County, Oregon, including any and all appurtenances thereto and improvements thereon, and together with the mobile home located thereon, all to be referred to below as the "Property", which real property is more particularly described as follows:

Lot 1, in Block 7 of WINEMA PENINSULA UNIT NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

b. The Lender sold the Property to the Borrower subject to a Trust Deed, including the terms and provisions thereof, given to secure a Promissory Note of even date therewith in the original face amount of \$19,000.00, with interest thereon and such future advances as may be provided therein, dated May 5, 1989 and recorded May 5, 1989 in Volume M89 at Page 7764 of the Microfilm Records of Klamath County, Oregon. Among other things, such Trust Deed provided that in the event the Property is to be sold by the Borrower, the Promissory Note secured thereby is to be paid in full.

c. The Borrower desires to obtain the Lender's consent to a sale of the Property, subject to the following consideration, which consent the Lender is willing to give.

NOW THEREFORE, For the reasons set forth above, and in consideration of the mutual promises set forth below, the Lender and the Borrower have agreed as follows:

Consent to Sale - The Lender hereby consents to the sale subject to the provisions of this Agreement. As part of the bargained-for consideration for such consent, the Borrower agrees to pay to the Lender the sum of \$8,000.00 upon the closing of the sale of the Property.

No Subordination - The Lender's consent shall be for a sale to Gloria L. Brower only and not for any subsequent sale or transfer of the Property, and such consent shall not be, nor shall it be construed as, a subordination of the Lender's security interest under the Trust Deed set forth above.

Modification of Note - The Lender further agrees that the monthly payments due from the Borrower to the Lender under the Note shall be reduced to \$250.00 per month, with the first such payment to be due on or before January 5, 1991 and subsequent payments of \$250.00 each to be due on or before the fifth day of each subsequent month until the amount due shall have been paid in full.

Late Fee - The Borrower agrees to pay to the Lender a late fee for any payments past due ten days or more, which late fee shall be automatically added to the balance due without further notice from the Lender to the Borrower.

Ratification of the Note and Trust Deed - Any provisions of the Note or Trust Deed not amended or modified by this Agreement is hereby ratified and shall remain of full force and effect.

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SIGNED on the dates set forth by each name, the last of which shall be the effective date of this Agreement.

THE LENDER:

Henry B. Sanders
Henry B. Sanders

Date: 12-18-90

Dorothy M. Sanders
Dorothy M. Sanders

Date: 12-18-90

THE BORROWER:

Harry Sides
Harry Sides

Date: 12-20-90

Mary Sides
Mary Sides

Date: 12-20-90

STATE OF OREGON, County of Washington) ss.

This instrument was acknowledged before me on December 18, 1990 by Henry B. Sanders and on December 18, 1990 by Dorothy M. Sanders.

[SEAL]

Amey Ochwa
Notary Public for Oregon
My commission expires: 10-23-92

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on December 20, 1990 by Harry Sides and on December 20, 1990 by Mary Sides.

[SEAL]

Nancy M. Whissel
Notary Public for Oregon
My commission expires: 6/8/92

Return to:

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Mountain Title co.
on this 21st day of Dec. A.D., 19 90
at 1:32 o'clock P.M. and duly recorded
in Vol. M90 of Mortgages Page 25333
Evelyn Biehn
By Pauline Muehlendore County Clerk

Fee, \$13.00

Deputy.