

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 28th day of December, 1990, by and between  
 \*\*CONNIE B. WORRELL dba HOLIDAY BOWL\*\*

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

WITNESSETH: On or about the 22nd day of July, 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 \$413,802.75 payable in monthly installments with interest at the rate of 10.50 % 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 July 22, 1987, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

SEE ATTACHED "DESCRIPTION SHEET"

\*\*In monthly installments of \$5,193.00 principal and interest, beginning on the 1st day of February, 1991. A like installment shall be paid on the same day of each month thereafter until January 1 1994. \* Interest only payments due June, July and August of each year. which Security Instrument was duly recorded in the records of said county and state.  
 Recorded July 29, 1987, Klamath County Records M87, Page 13583, 13587 \*Three Hundred Eighty Six Thousand Nine Hundred Sixty Two and 79/100\*\*\*\*\* DOLLARS (\$ 386,962.79 ), 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 ~~\*\*\*\*\*~~ DOLLARS (\$~~\*\*\*\*\*~~), interest on the unpaid balance at the rate of 12.25 % per annum. The first installment shall be and is payable on the 1st day of February, 1991, and a like installment shall be and is payable on the 1st 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 \_\_\_\_\_ day of January, 1994. 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.

Signature of Borrower

Connie B. Worrell dba  
 Holiday Bowl

Signature of Borrower

WESTERN BANK

Klamath Falls

Branch

By

Authorized Signature  
 Chuck R. Skyberg/Assistant Manager

State of Oregon

County of Klamath

SS:

Personally appeared the above named Connie B. Worrell

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for State of Oregon  
 My commission expires 7-9-93

## DESCRIPTION SHEET

PARCEL 1

Lots 9, 10, 11, 12 and 13 in Block 205, MILLS SECOND ADDITION TO KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPT that portion conveyed to State of Oregon, by and through its State Highway Commission, by deeds recorded May 18, 1943 in Book 158 at page 410 and recorded September 8, 1943 in Book 158 at page 281, all in Deed Records of Klamath County, Oregon, and Lots 19 and 20 in Block 206 of MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2

Lots 1, 2 and 3 in Block 206 of MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 11th day  
of Jan. A.D., 19 91 at 11:44 o'clock A M., and duly recorded in Vol. M91,  
of Mortgages on Page 712.  
Evelyn Biehn County Clerk  
By Pauline Mullendore

FEE \$13.00

Return: Western Bank  
P.O. Box 669  
Klamath Falls, Or. 97601