

THIS AGREEMENT, made and entered into this 18th day of February, 1991, by and between
Henris Roofing & Supply Of Klamath County, Inc.

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

WITNESSETH: On or about the 31st day of January, 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 \$ 40,000.00, payable in monthly installments with interest at the rate of 12.00% 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 January 31, 1986, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lots 42 to 53 inclusive, Block 13, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of 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 TWENTY TWO THOUSAND AND NO/100***** DOLLARS (\$ 22,000.00), 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 FIVE HUNDRED AND FIFTY AND NO/100***** DOLLARS (\$ 550.00) each, including interest on the unpaid balance at the rate of 11.50% per annum. The first installment shall be and is payable on the 10th day of March, 1991, 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 April, 1995. 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.
Henris Roofing & Supply of Klamath County, Inc.

James R. Baker Signature of Borrower James R. Baker (President) WESTERN BANK
Barbara E. Baker Signature of Borrower Barbara E. Baker Klamath Falls Branch
 (Secretary) By Chuck Skyberg Authorized Signature Assistant Manager

State of Oregon)
 County of Klamath) ss:
 Personally appeared the above named James R. Baker and Barbara E. Baker

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

Janette L. Thompson
 Notary Public for Western Bank
 My commission expires 5-26-92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 22nd day of Feb. A.D., 19 91 at 11:29 o'clock A M., and duly recorded in Vol. M91 of Mortgages on Page 3261.

Evelyn Biehn County Clerk

FEE \$8.00

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

By Douglas Muelendore

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