

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 17 day of September, 1991, by and between  
Dennis S Avery and Sarita G Avery

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

WITNESSETH: On or about the 9th day of August, 1988, 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 \$216,874.00 payable in monthly installments with interest at the rate of 11.25 % 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 August 9th, 1988, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

See Exhibit A

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 One Hundred Ninety Four Thousand Three Hundred Thirty One and 95/100ths\*\*\*\*\* DOLLARS (\$194,331.95), 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 Thousand Four Hundred Seven and 39/100ths\*\*\*\*\* DOLLARS (\$ 2407.39) each, including interest on the unpaid balance at the rate of 10.75 % per annum. The first installment shall be and is payable on the 1st day of October, 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 1st day of September, 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, at which time an approximate balloon payment will be due in the amount of \$188,372.00.

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]  
 Signature of Borrower Dennis S Avery  
[Signature]  
 Signature of Borrower Sarita G Avery

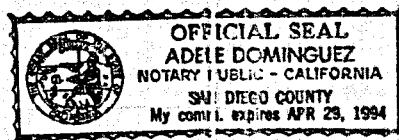
WESTERN BANK

Klamath Falls Branch  
 By [Signature]  
 Authorized Signature

State of Oregon [Signature] SS:  
 County of Klamath [Signature]

Personally appeared the above named Dennis S Avery and Sarita G Avery

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



RE-2B 5/80

Notary Public for

My commission expires

ADELE DOMINGUEZ

CALIFORNIA

4/23/94

EXHIBIT A - Avery, Dennis S. and Sarita G.  
Property Description

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian:

PARCEL 1: Beginning at a point on the North right of way line of that portion of the Klamath Falls-Lakeview Highway known as South Sixth Street, which is North 0°35' West 40 feet from the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence North 88°57' East along the North right of way line of said Highway 35 feet, and the true point of beginning; thence continuing North 88°57' East along said Highway 100 feet; thence North parallel to the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , 111.2 feet to the Southeast corner of Deed recorded May 28, 1965, in Volume 362 page 101, Deed records of Klamath County, Oregon; thence South 88°57' West 100 feet; thence South parallel to the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  111.2 feet to the point of beginning.

PARCEL 2: Beginning at a point which is North 0°35' West 30.0 feet, and North 88°57' East, 135.0 feet, and North 0°35' West 111.22 feet from the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian; thence continuing North 0°35' West, a distance of 50.0 feet; thence South 88°57' West a distance of 100 feet; thence South 0°35' East a distance of 50.0 feet; thence North 88°57' East a distance of 100.0 feet, more or less, to the point of beginning, being a portion of the W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian.

PARCEL 3: Beginning at a point North 0°35' West 191.2 feet from the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and thence continuing North 0°35' West a distance of 100 feet; thence North 88°57' East a distance of 135 feet; thence South 0°35' East 100 feet; thence South 88°57' West a distance of 135 feet to the point of beginning, being a portion of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 27th day  
 of Sept. A.D. 19 61 at 9:21 o'clock A M., and duly recorded in Vol. M91  
 of Mortgages on Page 19616

Evelyn Biehn County Clerk

By Danlene Mullender

FEE \$13.00

Return: Western Bank

P.O. Box P.O. Box 669, Klamath Falls, Or. 97601