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COVER SHEET FOR RECORDING ATTACHED DOCUMENT

|   |  |
|---|--|
| NAMES OF TRANSACTIONS   | Modification of Land sales contract                                |
| NAMES OF PARTIES  | Catherine Weiser<br>Frank H. Wallace<br>Peggy L. Wallace           |
| DOCUMENT TO BE RETURNED TO  | Catherine Weiser<br>3920 Grenada Way<br>Klamath Falls Oregon 97603 |
| TRUE AND ACTUAL CONSIDERATION   | N/A  |
| UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO        | Catherine Weiser<br>3920 Grenada Way<br>Klamath Falls Oregon 97603 |
| FOR COUNTY CLERK LIEN RECORD  |  |
| INFORMATION REQUIRED BY ORS 205.125(c)&(e)                              |  |
| (f) IF DOCUMENT IS A SATISFACTION, THE BOOK AND PAGE RECORDING THE LIEN | BOOK:<br>PAGE:   |

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## MODIFICATION OF LAND SALES CONTRACT

THIS AGREEMENT is made as of the 16th day of September, 1992, and modifies that certain Land Sale Contract dated March 16, 1989, by and between CATHERINE WEISER, hereinafter called "Seller" and FRANK H. WALLACE and PEGGY L. WALLACE, husband and wife, hereinafter called "Buyers";

## WITNESSETH:

1. Seller agrees to a modification of the above referenced Land Sale Contract relating to the payments and the method of payments to U.S. National Bank as called for in the Land Sale Contract.
2. Seller agrees that Buyers may make payments directly to the Seller.
3. Seller agrees to a modification of the terms of the above referenced Land Sale Contract relating to payments and the dates they are due.
4. Seller has in the past accepted payments made by Buyers after the date on which they were due. Seller agrees that in the event Buyers are not able to make the payments when due, Seller shall accept said payment at any time prior to the date the next payment then due is to be made.
5. This modification is made to reflect an established course of performance between Seller and Buyers and the consideration given by

Buyers shall be that the accumulated interest shall be compounded instead of simple.

6. No default shall occur unless and until Buyers fail to make the payment due within the 6 month period allowed. If default should occur, then the provisions of the aforementioned Land Sale Contract shall apply.

7. In all other respects the terms and conditions of the aforementioned Land Sale Contract shall remain unchanged.

8. Seller shall forever defend, indemnify and hold Buyers harmless from any claim, loss or liability arising out of or in any way connected with this agreement.

Frank H. Wallace  
FRANK WALLACE

Catherine Weiser  
CATHERINE WEISER

Peggy Wallace  
PEGGY WALLACE

STATE OF OREGON, County of Klamath )ss.

September 16, 1992

Personally appeared the above named Frank Wallace and Peggy Wallace and acknowledged the foregoing instrument to be their voluntary act and deed.



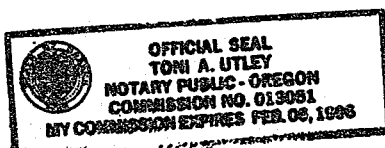
Toni A. Utley  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2-6-96

21196

STATE OF OREGON, County of Klamath )ss.

September 16, 1992

Personally appeared the above named Catherine Weiser and acknowledged the foregoing instrument to be her voluntary act and deed.



Toni A. Utley  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2-6-96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Catherine Weiser the 17th day  
of September A.D., 19 92 at 9:35 o'clock A M., and duly recorded in Vol. M92  
of Deeds on Page 21193

FEE \$40.00

EVELYN BYEHN

County Clerk

By

Berntha A. Detoch