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RECORDATION REQUESTED BY:

WESTERN BANK
421 South Seventh Street
P.O. Box 669
Klamath Falls,, OR 97601-0322

WHEN RECORDED MAIL TO:

WESTERN BANK
421 South Seventh Street
P.O. Box 669
Klamath Falls,, OR 97601-0322

SEND TAX NOTICES TO:

Ervin James Thornton, aka Ervin J. Thornton and Elsie Deane Thornton
4360 Homedale
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 11, 1993, BETWEEN Ervin James Thornton, aka Ervin J. Thornton and Elsie Deane Thornton (referred to below as "Grantor"), whose address is 4360 Homedale, Klamath Falls, OR 97603; and WESTERN BANK (referred to below as "Lender"), whose address is 421 South Seventh Street, P.O. Box 669, Klamath Falls,, OR 97601-0322.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 19, 1992 (the "Mortgage") recorded in Klamath County, State of Oregon as follows:

Volume M92, Page 5942 and Volume M92, Page 7021

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Klamath County, State of Oregon:

Lots 8, 9, 10, 11, and 12, and the Southerly 1 foot of Lot 13, Block 13 INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 522 Adams Street, Klamath Falls, OR 97601.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Rate adjusted to Western Bank Prime Lending Rate plus 2.50%, floor rate of 10.00%, principal increased to \$65,000.00 and maturity date extended to April 1, 1994..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:


Ervin James Thornton


aka Ervin J. Thornton


Elsie Deane Thornton

LENDER:

WESTERN BANK

By: 
Authorized Officer

2500

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS

On this day before me, the undersigned Notary Public, personally appeared Ervin James Thornton, aka Ervin J. Thornton and Elsie Deane Thornton, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of Feb., 1993.

By Ann Cook Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 11-04-94

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS

On this 11th day of Feb., 1993, before me, the undersigned Notary Public, personally appeared Charles Skyberg and known to me to be the Assistant Manager, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Ann Cook Residing at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 11-04-94

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STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Western BANK the 17th day
of Feb. A.D., 19 93 at 9:09 o'clock A M., and duly recorded in Vol. M93
of Mortgages on Page 3367

FEE \$15.00

Evelyn Biehn - County Clerk

By Dorene Nielsen