

65957

K-44751

08-09-93A11:20 RCVD

## RECORDATION REQUESTED BY:

WESTERN BANK  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

## WHEN RECORDED MAIL TO:

WESTERN BANK  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

## SEND TAX NOTICES TO:

LYNAN BAGHOTT  
508 SUNSET BEACH ROAD  
KLAMATH FALLS, OR 97601

Vol. m93 Page 19696

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 30, 1993, BETWEEN LYNAN BAGHOTT (referred to below as "Grantor"), whose address is 508 SUNSET BEACH ROAD, KLAMATH FALLS, OR 97601; and WESTERN BANK (referred to below as "Lender"), whose address is 421 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0322.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 16, 1992 (the "Mortgage") recorded in KLAMATH County, State of Oregon as follows:

RECORDED AT KLAMATH COUNTY COURTHOUSE ON DECEMBER 28, 1992 VOLUME M92 PAGE 30754 THRU 30759

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

LOTS 3, 4, 5, AND 6 IN BLOCK 17, TERMINAL CITY, ACCORING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, AND THAT PORTION OF VACATED ALLEY ADJACENT THERETO.

The Real Property or its address is commonly known as 508 SUNSET BEACH ROAD, KLAMATH FALLS, OR 97601.

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

EXTENDING MATURITY DATE FROM JUNE 16, 1993 TO SEPTEMBER 16, 1993..

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:

X

LYNAN BAGHOTT

LENDER:

WESTERN BANK

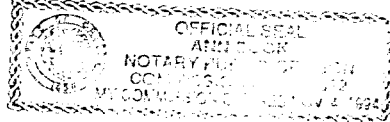
By:

Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )

) SS

COUNTY OF Klamath )

On this day before me, the undersigned Notary Public, personally appeared LYNAN BAGHOTT, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

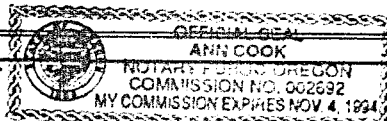
Given under my hand and official seal this 30th day of July, 1993.

By Ann C. Crabtree Residing at Klamath Falls

Notary Public In and for the State of Oregon My commission expires 11-04-94

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 30th day of July, 19 93, before me, the undersigned Notary Public, personally appeared Charles R. Skyberg and known to me to be the Western Bank, 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 Klamath County Title Co the 9th day  
of Aug. A.D., 19 93 at 11:20 o'clock A M., and duly recorded in Vol. M93,  
of Mortgages on Page 19696.

FEE \$15.00

Evelyn Biehn County Clerk  
By Evelyn Biehn