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MTC 23785
MODIFICATION OF MORTGAGE OR TRUST DEED Vol. 93 Page 27646THIS AGREEMENT, made and entered into this 12th day of June, 1990, by and between
Frank D. Rollins and Diane Rollins-----

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

WITNESSETH: On or about the 12th day of June, 1990, 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 \$60,000.00, payable in monthly installments with interest at the rate of 12.50% 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 June 21, 1990, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

See attached 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 Forty eight thousand Two hundred eighty nine and 20/100----- DOLLARS (\$48,289.20-----), 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 Six hundred forty and 79/100----- DOLLARS (\$640.79) each, including interest on the unpaid balance at the rate of 10.20% per annum. The first installment shall be and is payable on the 5th day of November, 1993, and a like installment shall be and is payable on the 5th 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 5th day of October, 2003, 1993. 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.

Frank D. Rollins
Signature of Borrower

Diane Rollins
Signature of Borrower

WESTERN BANK

Klamath Falls Branch
By Stephen D. Fulton
Authorized Signature

Stephen D. Fulton, AVP/Manager

State of Oregon }
County of Klamath } SS:
Personally appeared the above named Frank D. Rollins and Diane Rollins-----

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



RE-28 5/80

Lori Jane Thornton
Notary Public for Oregon
My commission expires 5-11-94

27647
12285

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A portion of Tract 75 of ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at a point 40 feet South of and 250 feet East of the intersection of the East line of Martin Street and the North line of Shasta Way in the City of Klamath Falls, Oregon; thence East along a line parallel to Shasta Way and 40 feet South of the North line thereof, a distance of 90 feet; thence Southwesterly to a point 20 feet East of the Southeast corner of that tract of land deeded to Clarence A. Poole, et ux, in deed recorded in Book 126, page 294, of Deed Records of Klamath County, Oregon; thence West 20 feet; thence North 100 feet to the point of beginning.

Tax Account No: 3909 004AB 00200

PARCEL 2:

A portion of Tract 75 of ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a point which is 40 feet Southerly along the Easterly line of Martin Street, if extended, from the Northeast corner of Martin Street and Shasta Way; thence Easterly and parallel with Shasta Way 150 feet to the true point of beginning of this description; thence Southerly and parallel with Martin Street, if extended one hundred (100) feet; thence Easterly and parallel with Shasta Way 100 feet; thence Northerly and parallel with Martin Street, if extended, 100 feet; thence Westerly and parallel with Shasta Way 100 feet to the point of beginning.

Tax Account No: 3909 004AB 00300

3909 004AB 00400

STATE OF OREGON, ss.
County of Klamath

BY: Frank D. Rollins
Frank D. Rollins

Filed for record at request of:

Mountain Title Co.
on this 22nd day of June A.D., 1990
at 2:50 o'clock P.M. and duly recorded
in Vol. 307 of Mortgages Page 12278.
Evelyn Biehn, County Clerk

BY: Diane Rollins
Diane Rollins

Fee,

\$43.00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 21st day
of Oct. A.D., 19 93 at 3:34 o'clock P.M., and duly recorded in Vol. M93
of Mortgages on Page 27646.

FEE \$15.00

Evelyn Biehn, County Clerk

By Diane Rollins