

78038

03-25-94 AM 05:50 REC'D

Volume 54 Page

8868

RECORDATION REQUESTED BY

WESTERN BANK
421 South 7th Street
P.O. Box 668
Klamath Falls, OR 97601-0322

WHEN RECORDED MAIL TO

WESTERN BANK
421 South 7th Street
P.O. Box 668
Klamath Falls, OR 97601-0322

SEND TAX NOTICES TO

BEVERLY A. CARTER and DARRELL L. CARTER
1434 LAKEVIEW ST.
KLAMATH FALLS, OR 97601

K-41095

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 18, 1994, BETWEEN BEVERLY A. CARTER and DARRELL L. CARTER (referred to below as "Grantor"), whose address is 1434 LAKEVIEW ST., KLAMATH FALLS, OR 97601; and WESTERN BANK (referred to below as "Lender"), whose address is 421 South 7th Street, P.O. Box 668, Klamath Falls, OR 97601-0322.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 8, 1988 (the "Mortgage") recorded in KLAMATH County, State of Oregon as follows:

RECORDED IN DECEMBER 14, 1988 IN THE OFFICE OF KLAMATH COUNTY CLERK, BOOK M85, PAGE 21273, KLAMATH COUNTY, OREGON.

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

LOT 2, BLOCK 15, FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, TOGETHER WITH ALL IMPROVEMENTS NOW LOCATED OR HEREAFTER PLACED THEREON, INCLUDING BUT NOT LIMITED TO (1) 1986 BRIARWOOD MOBILE HOME, SERIAL #375D6222.

The Real Property or its address is commonly known as 1434 LAKEVIEW ST., KLAMATH FALLS, OR 97601.

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

CHANGE IN INTEREST RATE TO 7.95%, WHICH INCLUDES EMPLOYEE DISCOUNT OF 1%. LOAN TO FULLY AMORTIZE IN THREE YEARS ON MARCH 18, 1997.

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 endorser 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:

BEVERLY A. CARTER

DARRELL L. CARTER

LENDER:

WESTERN BANK

By _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

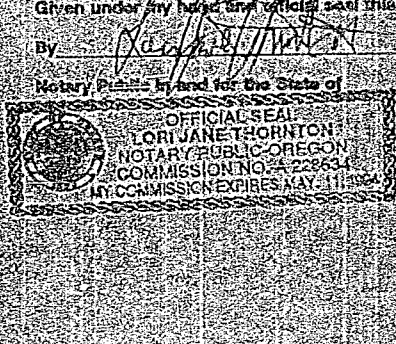
STATE OF OregonCOUNTY OF Klamath

On this day before me, the undersigned Notary Public, personally appeared BEVERLY A. CARTER and DARRELL L. CARTER, 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 21st day of March, 19 94.

By [Signature] Notary at Klamath Falls, Oregon

Notary Public in and for the State of Oregon My commission expires 5-11-94



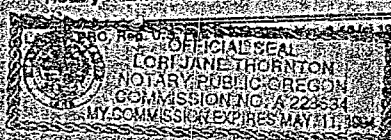
LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

On this 21st day of March, 1994, before me, the undersigned Notary Public, personally appeared Charles R. 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 [Signature] Reading at Klamath Falls
Notary Public in and for the State of Oregon My commission expires 5-11-94



STATE OF OREGON, COUNTY OF KLAMATH ss:

Filed for record at request of Klamath County Title Co the 25th day
of March, A.D. 1994 at 10:50 o'clock A.M., and duly recorded in Vol. 894
of Books on Page 8868

FEES \$15.00
By Evelyn B. Bohn County Clerk
[Signature]