

## MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 29th day of May, 19 95, by and between  
Frederick D. Bechdoldt

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

WITNESSETH: On or about the 23rd day of May, 19 90, 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 \$ 15,021.75, payable in monthly installments with interest at the rate of 12.5% 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 May 23, 19 90, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

The E 1/2 of Lots 1 and 2 in Block 24 Hillside Addition 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.

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 Nine Thousand Three Hundred Forty - One and 18/100 DOLLARS (\$ 9,341.18 ), 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 Two Hundred Twenty - Seven and 28/100 DOLLARS (\$ 227.28 ) each, including interest on the unpaid balance at the rate of 9.70% per annum. The first installment shall be and is payable on the 5th day of July, 19 95, 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 September, 19 99. 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.

Frederick D. Bechdoldt  
 Signature of Borrower  
Frederick D. Bechdoldt  
 Signature of Borrower

WESTERN BANK

Klamath Falls Branch  
 By [Signature]  
 Authorized Signature

State of Oregon }  
 County of Klamath } SS:  
 Personally appeared the above named Frederick D. Bechdoldt

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



[Signature]  
 Notary Public for State of Oregon  
 My commission expires 5-11-1998

RE-28 5/80

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 31st day  
 of May, A.D., 19 95 at 11:08 o'clock A M., and duly recorded in Vol. M95,  
 of Mortgages on Page 14322

FEE \$10.00

By Bernetha G. Letsch, County Clerk  
Annette Mueller  
 Ret: Klamath Co. Title Co