

2088

K-43715

Vol. 795 Page 16766

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 15th day of May, 19 95, by and between
Eddie L. Wilcher

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

WITNESSETH: On or about the 13th day of January, 19 92, 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 \$ 20,000.00, payable in monthly installments with interest at the rate of * % 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 January 13, 19 92, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

See Attached exhibit "A"

*Western Bank Prime Rate + 3.00% Fully Floating
 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 Seventeen Thousand Three hundred fifty and 07/100 ----- DOLLARS (\$ 17,350.07), 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 Four hundred and 00/100 ----- DOLLARS (\$ 400.00) each, including interest on the unpaid balance at the rate of * % per annum. The first installment shall be and is payable on the 15th day of June, 19 95, and a like installment shall be and is payable on the 15 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 15 day of August, 19 95. 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.

Eddie L. Wilcher
 Signature of Borrower
Eddie L. Wilcher
 Signature of Borrower

WESTERN BANK

Klamath Falls Branch

By _____



State of Oregon)
 County of Curry) SS:
 Personally appeared the above named Eddie L. Wilcher -----

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

Sonja A. Woodward
 Notary Public for Oregon

EXHIBIT "A"

16767

Located in Klamath County, State of Oregon (the "Real Property"):

Beginning at a 5/8 inch iron pin which is South 89°54'36" East 60 feet from the Northeast corner of Lot 1 in Block 1 Whispering Pines Subdivision, said point being on the East right of way line of Whispering Pines Drive; thence South 0°04' East 375.90 feet to a 5/8 inch iron pin which is (the true point of beginning; thence East 703.0 feet to a 5/8 inch iron pin which is) on the Southwesterly right of way line of the Keno-Worden Highway; thence along the Southwesterly right of way of said Highway South 31°33' East a distance of 324.27 feet to a 5/8 inch iron pin; thence West 872.67 feet to a 5/8 inch iron pin on the East right of way of a proposed 60 foot road; thence North 0°04' West 276.35 feet along the East right of way of said proposed road to the point of beginning.

The Real Property or its address is commonly known as Keno-Worden Road, Keno, OR 97627.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 27th day
of June A.D., 19 95 at 10:51 o'clock A M., and duly recorded in Vol. M95,
of Mortgages on Page 16766.

FEE \$15.00

Bernetha G. Letsch, County Clerk

By Annette Mueller