

4342

08-11-95A10:20 RCVD

Vol. 1795 Page 21357

## 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:

ROBERT E. VEATCH and MARTHA M. VEATCH  
2048 PORTLAND  
KLAMATH FALLS, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

K-47520  
THIS MODIFICATION OF MORTGAGE IS DATED JULY 26, 1995, BETWEEN ROBERT E. VEATCH and MARTHA M. VEATCH, INITIAL TRUSTEE OF THE "ROBERT E. VEATCH 1984 TRUST" UTA DATED OCTOBER 30, 1984. AN ESTATE IN FEE SIMPLE (referred to below as "Grantor"), whose address is 2048 PORTLAND, 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 29, 1994 (the "Mortgage") recorded in KLAMATH County, State of Oregon as follows:

Recorded January 3, 1995 in Volume M-95 on page 4, records of Klamath County, Oregon

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

15 FEET OFF THE WESTERLY SIDE OF LOT 7 AND THE EAST HALF OF THE EAST HALF OF LOT 6, ALL IN BLOCK 36 OF THE ORIGINAL TOWN OF LINKVILLE, NOW CITY OF KLAMATH FALLS, OREGON, EXCEPTING HOWEVER, AN UNDIVIDED ONE HALF INTEREST IN AND TO 17 INCHES OFF THE WESTERLY SIDE OF SAID EAST HALF OF THE EAST HALF OF LOT 6 IN BLOCK 36, SAID ORIGINAL TOWN OF LINKVILLE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 422 MAIN STREET, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R476336.

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

Principal balance decreased to \$20,000.00, maturity date extended to February 5, 1996..

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:

X

ROBERT E. VEATCH

X

MARTHA M. VEATCH

LENDER:

WESTERN BANK

By:

Authorized Officer

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )

) ss

COUNTY OF Klamath )

On this day before me, the undersigned Notary Public, personally appeared **ROBERT E. VEATCH and MARTHA M. VEATCH**, 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 31st day of July, 19 95.

By Ann Cook Residing at Klamath Falls OR

Notary Public in and for the State of Oregon My commission expires 11-04-98

LENDER ACKNOWLEDGMENT

STATE OF Oregon )

) ss

COUNTY OF Klamath )

On this 31st day of July, 1995, before me, the undersigned Notary Public, personally appeared C 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 Ann Cook Residing at Klamath Falls OR

Notary Public in and for the State of Oregon My commission expires 11-04-98

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 11th day of August A.D., 19 95 at 10:20 o'clock A M., and duly recorded in Vol. M95 of Mortgages on Page 21357.

By Annette Mueller  
Bernetha G. Letsch, County Clerk

FEE \$15.00