

8538

11-01-95P03:07 RCVD

Vol. m95 Page 29942**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:

EDDIE L WILCHER
PO BOX 247
KENO, OR 97627

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

K-43715
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 25, 1995, BETWEEN EDDIE L WILCHER (referred to below as "Grantor"), whose address is PO BOX 247, KENO, OR 97627; 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 January 13, 1992 (the "Mortgage") recorded in KLAMATH County, State of Oregon as follows:

Recorded January 21, 1992 in Volume M92 page 1260, and re-recorded March 19, 1992, in Volume M92 page 5773, all Mortgage 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:

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 11771 FOLEY LN, KENO, OR 97627. The Real Property tax identification number is R622632.

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

Rate 10.30% fixed, principal balance decrease to \$14,000.00, maturity date extended to May 5, 1999.

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 endorsers 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


EDDIE L WILCHER

LENDER:

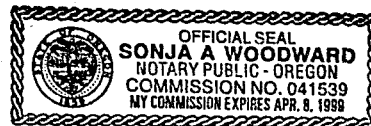
WESTERN BANK

By:


Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF CURRY)



On this day before me, the undersigned Notary Public, personally appeared EDDIE L WILCHER, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of October, 19 95.

By [Signature] Residing at Brookings, OR
Notary Public in and for the State of Oregon My commission expires 4/8/99

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF CURRY)



On this 25th day of October, 19 95, before me, the undersigned Notary Public, personally appeared Jan Mitchell and known to me to be the TL Officer, 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] Residing at Brookings, OR
Notary Public in and for the State of Oregon My commission expires 4/8/99

A parcel of land located in the W $\frac{1}{2}$ of Section 6, Township 40 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

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 South-westerly right of way line of the Keno-Worden Highway; thence along the South-westerly 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.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 1st day
of November A.D., 19 95 at 3:07 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 29942

FEE \$20.00

By Bernetha G. Letsch, County Clerk
Annette Mueller