

PREPARED BY & RETURN TO
FIRST WESTERN FEDERAL
SAVINGS BANK
PO BOX 1435
RAPID CITY, SD 57709
605-341-1203

EXEMPT FROM TRANSFER FEE.

K-SD 834

CONTRACT-REAL ESTATE AMENDMENT

Parties to this CONTRACT-REAL ESTATE AMENDMENT are as follows:

First Western Federal Savings Bank hereinafter called FWFSB and Esteal Ray Felsing Jr. and Deandra Sue Felsing hereinafter called BUYERS.

Whereas: on October 1, 1996, Thomas D. Wheeler, Sr. and Esteal Ray Jr. and Deandra Sue Felsing entered into a Real Estate Contract on the sale of the following property in Klamath County, Oregon.

Lot 11 in block 12 of second addition to Nimrod River Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT to reservations of mineral rights of record
SUBJECT to reservations of 16 foot easement for utilities of record
SUBJECT to 20 foot building set-back line of record
SUBJECT to rules, regulations and assessments of Special Road District Nimrod Park.
SUBJECT to Declaration of Restrictions dated June 1, 1966, of record

1955 Rollohome Mobile Home Serial Number 5272, License Number 122438

Whereas: said Contract-Real Estate was filed for record on October 25, 1996 in Volume M96 page 33783, Deed records of Klamath County, Oregon.

Whereas: on August 18, 1997, said Contract-Real Estate was assigned by Thomas D. Wheeler, Sr. to FWFSB.

Whereas: said Assignment was filed for record on August 18, 1997 in Volume M97 page 27103, Deed records of Klamath County, Oregon.

Now therefore: the undersigned parties agree to amend the following original wording:

"the buyer agrees to pay the remainder of the purchase price (to-wit: \$25,500.00) to the order of the seller in monthly payments of not less than Four Hundred Twenty Five Dollars (\$425.00) each, payable each month for 60 months payable on the 1st day of each month hereafter beginning with the month of November, 1996, and continuing until the purchase price is full paid.

The true and actual consideration for this conveyance is \$27,500.00 (Here comply with ORS 93.030.)

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of .001% percent per annum from October 1, 1996 until paid; interest to be paid Monthly."

Above part of original Contract-Real Estate to be amended as follows:

the buyer agrees to pay the remaining principal balance due (to-wit: \$21,675.18) to the order of First Western Federal Savings Bank in monthly payments of not less than Three Hundred Dollars (\$300.00) each payable each month payable on the 28th day of each month hereafter beginning with the month of August, 1997, and continuing until the purchase price is fully paid.

The true and actual consideration for this conveyance is \$27,500.00 (Here comply with ORS 93.030.)

All of the remaining principal balance may be paid at any time; all of the deferred payments shall bear interest at the rate of 8.00% percent per annum from July 28, 1997 until paid; interest to be paid Monthly.

Now therefore: the undersigned parties agree to amend the following original wording:

And it is understood and agreed between the parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller shall have the following rights and options:

Above part of original Contract-Real Estate to be amended as follows:

And it is understood and agreed between the parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 30 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller shall have the following rights and options:

As of the date of signing this **CONTRACT-REAL ESTATE AMENDMENT** the principal amount of the balance due on this Contract-Real Estate is \$21,675.18, which Purchasers agree to pay to FWFSB or Assignees in monthly installments of \$300.00 each, or more at their option, including interest from July 28, 1997 on the unpaid principal balance at the rate of 8.00% per annum, commencing on August 28, 1997, and on the same day of each month thereafter until paid in full.

This Contract-Real Estate Amendment is to become part of the original Contract-Real Estate.

Except as specifically modified hereby, all terms of the Contract-Real Estate and other Loan Documents (as defined in the Contract-Real Estate) are ratified and confirmed.

The Buyers acknowledge that said Contract-Real Estate and other Loan Documents are in full force and effect and are binding upon them, their successors, assigns and administrators and heirs without any right of claim of offset or other sum due.

Dated this 22 of Aug., 1997

BUYERS:

Witness

Estel Ray Felsing, Jr.
Estel Ray Felsing, Jr.

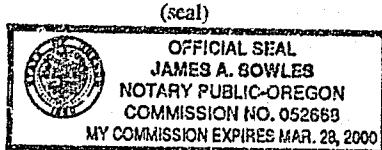
Witness

Deannara Sue Felsing
Deannara Sue Felsing

STATE OF Oregon)
COUNTY OF Klamath)ss.

On this the 22 day of August, 1997, before me, the undersigned officer, personally appeared Estel Ray Felsing, Jr. and Deannara Sue Felsing, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



James A. Sowles
Notary Public
My Commission Expires: Mar. 28, 2000

Stacey A. Self
Witness

FIRST WESTERN FEDERAL SAVINGS
BANK

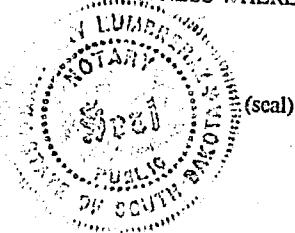
R. Gordon Bryan
FIRST WESTERN FEDERAL SAVINGS
BANK

By: R. Gordon Bryan
Its: Vice President

STATE OF South Dakota)
COUNTY OF Pennington)ss.

On this the 29 day of August, 1997, before me, the undersigned officer, personally appeared R. Gordon Bryan, Vice President, First Western Federal Savings Bank known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Mary Kay Lumbueaf
Notary Public
My Commission Expires: 9/16/02

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Klamath County Title _____ the 2nd day
of Sept. A.D., 19 97 at 2:55 o'clock P. M., and duly recorded in Vol. M97
of Deeds on Page 28749

FEE \$45.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross

28751

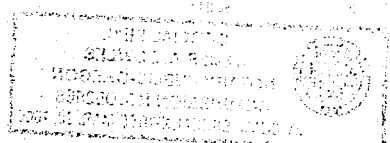
[Signature]
Kathleen Ross

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Bernetha G. Letsch

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