

**MORTGAGOR NAME & ADDRESS:**

Robert Froehlich  
3926 Sturdivant  
Klamath Falls, OR 97603



00136737201300060420020020

05/29/2013 02:37:04 PM

Fee: \$42.00

**MORTGAGEE NAME & ADDRESS:**

Irma M. Froehlich  
3915 Sturdivant  
Klamath Falls, OR 97603

**SEND TAX STATEMENTS TO:**

unchanged

**AFTER RECORDING RETURN TO:**

Neal G. Buchanan, Attorney  
435 Oak Ave.  
Klamath Falls, OR 97601

**MODIFICATION OF MORTGAGE OR TRUST DEED AND PROMISSORY NOTE**

This Agreement made and entered into effective the 1st day of June, 2013, by and between IRMA M. FROEHLICH, hereinafter called "First Party" and ROBERT FROEHLICH hereinafter called "Second Party."

On or about the 16th day of November, 2009, Robert Froehlich executed and delivered a certain Promissory Note in the sum of \$118,000.00, together with the Second Party's Trust Deed, hereinafter called the "Security Agreement," securing the note. The Trust Deed was recorded in the Records of Klamath County, Oregon at 2009-014852, reference to which hereby is made;

The First Party currently is the owner and holder of said Note and Trust Deed.

The Note and Trust Deed provides in relevant part that Second Party is required to make monthly payments in the sum of \$689.82, the first of such payments to be made on December 18, 2009 and a like payment on the same day monthly thereafter.

The parties are agreed that Second Party has failed to make no less than 13 of the required payments, and that Second Party is in default in his performance pursuant to the terms of the Promissory Note and Trust Deed.

NOW, THEREFORE, for and in consideration of the agreement by parties to certain modifications of the Trust Deed and Note, the parties agree that the aforementioned Promissory Note and Trust Deed shall be modified such that there is included therein the modified or additional provisions as follows:

1) The interest rate owing pursuant to the Promissory Note shall be reduced to the rate of 3.000% per annum effective the 1st day of June, 2013; and

2) The monthly payments required to be made by Second Party shall be reduced to the sum of \$500.00 (together with the collection escrow monthly service fees) per month commencing with the payment otherwise due June 18, 2013.

Excepting insofar as the within modification changes certain of the provisions of the referenced Trust Deed and Note, all remaining provisions of the Promissory Note secured by Trust Deed shall remain in full force and effect.

In construing this document, it is understood that any party may be more than one person. If the context so requires, the singular shall be taken to mean the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed this document effective on the date first above written; if any undersigned party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

FIRST PARTY:

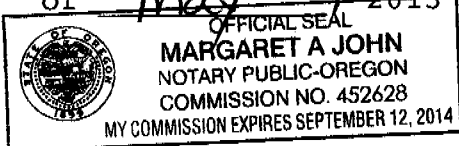
Irma M. Froehlich  
IRMA M. FROEHLICH

SECOND PARTY:

Robert Froehlich  
ROBERT FROEHLICH

STATE OF OREGON, County of Klamath) ss.

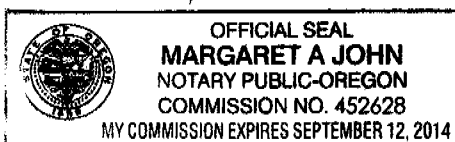
This instrument was acknowledged before me on the 20<sup>th</sup> day of May, 2013 by Irma M. Froehlich, First Party.



Margaret John  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: 9-12-14

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 27 day of May, 2013 by Robert Froehlich, Second Party.



Margaret John  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: 9-12-14