

AMENDMENT

THIS AMENDMENT is entered into this 1st day of  
August, 1966, by and between EDWARD R. ROUFS  
and MARGARET A. ROUFS, hereinafter referred to as "Mortgagee," and  
ARDEN-MAYFAIR, INC., a Delaware corporation, hereinafter referred to as  
"Mortgagor."

WITNESSETH:

WHEREAS, the parties hereto have entered into a Mortgage dated February 1, 1966, and recorded May 17, 1966 in M-66 at page 5283, Records of Klamath County, Oregon, covering certain real property described as Lots 21 and 22 in Block 2, St. Francis Park, Klamath County, Oregon; and

WHEREAS, it is the mutual desire of the parties hereto to enter into this Amendment for the purpose of clarifying certain portions of said Mortgage.

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby amend said Mortgage as follows:

## 1. The language,

"The note herein secured provides that same cannot be prepaid without payee's permission, therefore if Mortgagor should improve the premises together with other lands owned by it, then in such event Mortgagee will accept a pay-off of said mortgage or will subordinate the lien of their mortgage to any construction loan."

found on the first page of the Mortgage is hereby deleted.

## 2. The language,

"This mortgage and the rights of mortgagees hereunder are expressly made subordinate to any mortgage or trust deed hereafter placed upon said premises, or any part thereof, in connection with construction of improvements on said premises, and mortgagees agree to execute any documents necessary to effectuate this subordination."

found on the second page of the Mortgage is hereby deleted, and in lieu thereof the following shall be added:

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"The note herein secured provides that the same cannot be prepaid without payee's permission, but in the event Mortgagor, its successors or assigns, should improve the premises, Mortgagee will accept a pay-off of said secured note or will subordinate the lien of their mortgage to any mortgage securing a loan used to finance such improvements."

Except as herein provided the terms and conditions of said Mortgage

shall remain the same.

Edward R. Roufs  
Edward R. Roufs

Margaret A. Roufs  
Margaret A. Roufs

**MORTGAGEE**

**GARDEN-MAYFAIR, INC.**

By: *Julian A. Gray*  
Vice President

By: Sigrida Reeder  
Secretary

**MORTGAGOR**

STATE OF OREGON } ss  
County of Klamath }  
Filed for record at request of:  
James T Stilwell  
on this 10 April A.D. 1967  
1:00 o'clock P.M. and duly  
recorded in Vol. K-67 of deeds  
Page 2506  
DUDY P. H. MASON, County Clerk

TO 448 C  
(Corporation)

**STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

} ss.

On August 1, 1966 before me, the undersigned, a Notary Public in and for said State, personally appeared Allan S. Tingey, Vice President, and Virginia Keaser, Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the instrument thereon named, and known to me to be the persons who executed the instrument thereon named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

Signature: Phyllis Hennessy **PHYLIS HENNESSY**  
My Commission Expires Oct. 15, 1969

Name (Typed or Printed) \_\_\_\_\_

OFFICIAL SEAL  
NOTARY PUBLIC-CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY

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