19 71 , between - THIS AGREEMENT, Made this 2nd day of \_\_\_\_\_ April

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hereinafter designated as Mortgagors, and The Federal Land Bank of Spokane, a corporation, in

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the City of Spokane, Washington, hereinafter designated as Mortgagee. WITNESSETH: M-69 of THAT, WHEREAS, by mortgage recorded as instrument No.

VARIABLE INTEREST AGREEMENT

Mortgages, at page 7807, records of <u>Klamath</u> County, State of <u>Oregon</u> Mortgagors, or their predecessors in interest, mortgaged to The Federal Land Bank of Spokane the real property described therein to secure the payment of the indebtedness evidenced by the promissory note described in said mortgage, reference to which mortgage as so recorded and promissory note are hereby made for the terms thereof and the description of said property; and

WHEREAS, There is owing mortgagee on the debt secured by said mortgage, principal in the sum of  $\S$  22,965.61 , as of March 1, 19 71 , being the date as of which this agreement is effective, plus accrued interest thereon at the rate provided in said note to and effective dates and

WHEREAS, said mortgage and note provide that mortgagors will pay interest at the rate of said effective date; and

 $\frac{8^{1}}{2}$  % on the unmatured principal owing; and WHEREAS, Mortgagors desire that said mortgage contract and note be amended to provide for a variable interest rate commencing with a 7 3/4 % rate as of the effective date of this

agreement.

NOW, THEREFORE, In consideration of the premises and the mutual promises of the parties

That said principal sum now owing under said mortgage as hereinabove set forth with hereto it is agreed: accrued interest as above recited and with interest from said effective date at the rate of

7 3/4 % per annum shall be paid as follows: Interest shall be payable on the first day of \_, 19<u>72</u>, and \_\_\_\_\_ annually thereafter; the principal shall be payable in March 1

One Thousand Two Hundred Seventy-tive & 87/100----- DOLLARS instalments of

WAR 19 72 each, the first such instalment being payable on the first day of March 1, each, the first such instalment being payable on the first day of <u>ratch 1</u>, 19 1/2, and an instalment being payable on each succeeding interest payment date to and including the first day of <u>March 1</u>, 1988, and a final instalment of the balance unpaid on the first day of <u>March 1</u>, 1989., unless this debt shall be matured sooner by extra payments.

The interest rate specified above shall remain in effect until the \_\_\_\_\_\_ instalment date; but on said date, and on any subsequent instalment date, the bank, at its option, may establish a higher or lower rate of interest which shall apply to the unmatured balance of the debt evidenced hereby and shall remain in effect until a different rate of interest is established hereunder. Such different rates shall be established in accordance with the provisions of the Federal Farm Loan Act and the regulations of the Farm Credit

Administration as then existing; and shall not be applied retroactively. The said mortgage and the lien thereof (except as to any property heretofore releas  $\in$  d therefrom of record) and the Note secured thereby, including the variable interest rate  $\pm 0$ 

which the note is hereby converted, are continued in full force and effect in each of the covenants and agreements therein contained. This agreement is for the benefit of and binding upon the heirs, representatives,

successors and assigns of all parties executing the same, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and -y-ear

first above written. THE FEDERAL LAND BANK Attest Mortgagee SLate of Oregon SS \_, 19\_71\_\_\_, before me personally appeared County of Klamath Party. On <u>April 2</u>, 1 to me known to be the person( $\mathbf{X}$ ) described in and who executed the foregoing instrument, and Kuth C. Acherten Notary Public 4/1/1974 My commission expires FLB 673 (3-71)

## THE FEDERAL LAND DAMY OF SPOKANE West 700 First avenue Spokane, wasmington 99204

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STATE OF OREGON, [ County of Klamath | Filed for record at request of

<u>The Federal Land Bank of Spokane</u> on this <u>12th</u>day of <u>May</u> <u>A.D. 19\_71</u> at <u>9:52</u> <u>o'clock <u>A</u> M, and duly r corded in \ol. <u>M71</u> of <u>Mtgs.</u> age <u>4285</u> <u>Vvm D. IVILNE, County Clerk</u> By <u>Compthication Second</u> Deputy</u>

ee \$3.00