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MODIFICATION AGREEMENT

1 THIS Agreement made and entered into this 3 day of
2 April, 1975, by and between Flying Dutchmen Land & Cattle
3 Co., an Oregon corporation hereinafter called Buyer, and
4 Cecil C. Hunt, Martha C. Hunt, Eunice B. Goetz, Robert L.
5 Goetz, Eunice B. Goetz Guardian of Douglas Goetz, and
6 Eunice B. Goetz Guardian of Gregory Goetz, hereinafter
7 called Seller,
8

WITNESSETH:

9 WHEREAS, Seller has sold and Buyer has purchased real
10 properties in Klamath County, State of Oregon, described in
11 Exhibit A attached hereto and by this reference made a part
12 hereof, and
13

14 WHEREAS, in conjunction with said sale and the payment
15 therefor, Buyer executed a promissory note secured by a
16 mortgage on the property described in Exhibit A attached hereto,
17 a copy of said note and mortgage being attached hereto, being
18 Exhibit B and by this reference made a part hereof, and
19

20 WHEREAS, the terms and conditions of payment as set forth
21 in Exhibit B are not in accordance with the present intentions
22 and desires of Seller and Buyer, and Seller and Buyer therefore
23 wish to modify the terms and conditions of payment,
24

25 NOW, Therefore,

26 IT IS HEREBY AGREED as follows:

27 1. Exhibit B is hereby modified to require Buyer to pay
that obligation under the following terms and conditions:

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RECEIVED
APR 7 1975
11:40 am

Return to:
LAW OFFICES
DEESLEY & KNUTSON, P.C.
126 NORTH SEVENTH STREET
KLAMATH FALLS, OR. 97601
(503) 862-4831

" We, jointly and severally, promise to pay to the order of Cecil C. Hunt, Marsha C. Hunt, Eunice B. Goetz, Robert L. Goetz, Eunice B. Goetz as Guardian of Douglas Goetz and Eunice B. Goetz as Guardian of Gregory Goetz at Klamath Falls, Oregon, Two Hundred Forty Thousand and no/100 Dollars (\$240,000.00) with interest thereon at the rate of 6% per annum from date hereof until paid, payable in annual installments of not less than \$12,000.00 in any one payment; interest shall be paid annually and in addition to the minimum payments above required; the first payment to be made on the 1st day of January, 1975, and a like payment on the 1st day of January, thereafter, until the whole sum, principal and interest is paid; if any of said installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court."

2. That payment due as of January 1, 1975 shall be in the amounts as set forth in #1 above, receipt of which is hereby acknowledged.

3. That Exhibit B, except as modified herein shall remain in full force and effect and the obligation of the parties is not otherwise modified.

4. This Agreement shall be recorded in Deed Records of Klamath County, State of Oregon.

5. A copy of this Agreement shall be placed in the collection escrow at First Federal Savings & Loan Association of Klamath Falls, 540 Main Street, Klamath Falls, Oregon, together with amended escrow instructions setting forth the modified payment schedule and said escrow agent shall be further instructed that the January 1, 1975 payment already received was and is the proper amount.

1 SELLER
 2 Cecil C. Hunt
 3 Cecil C. Hunt
 4 Martha C. Hunt
 5 Martha C. Hunt
 6 Eunice B. Goetz
 7 Eunice B. Goetz
 8 Robert L. Goetz
 9 Robert L. Goetz
 10 Eunice B. Goetz
 11 Eunice B. Goetz, Guardian of
 12 Douglas Goetz, Minor
 13 Eunice B. Goetz
 14 Eunice B. Goetz, Guardian of
 15 Gregory Goetz, Minor

BUYER
 FLYING DUTCHMEN LAND &
 CATTLE CO. INC., an
 Oregon corporation
 by: [Signature]
 President
[Signature]
 Vice-President-Treasurer

13 STATE OF OREGON)
 14 County of Marion) ss.
~~Klamath~~

March 10, 1975
~~February~~

15 Personally appeared the above named Cecil C. Hunt and
 16 Martha C. Hunt and acknowledged the foregoing instrument to be
 17 their voluntary act and deed.

Before me:

18 (SEAL)

[Signature]
 Notary Public for Oregon
 My commission expires: 12-27-75

19 STATE OF OREGON)
 20 County of Marion) ss.

March 10, 1975
~~February~~

21 Personally appeared Eunice B. Goetz and Robert L. Goetz, above
 22 and acknowledged the foregoing instrument to be their voluntary named
 23 act and deed,

Before me:

24 (SEAL)

[Signature]
 Notary Public for Oregon
 My commission expires: 12-27-75

25 STATE OF OREGON)
 26 County of Marion) ss.

March 10, 1975
~~February~~

27 Personally appeared Eunice B. Goetz and acknowledged the

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1 foregoing instrument to be her voluntary act and deed in her
2 position as Guardian of the minors, Gregory Goetz and Douglas
3 Goetz.

4 Before me:

5 (SEAL) [Signature]
6 Notary Public for Oregon

7 My commission expires: 12 27 15

8 STATE OF OREGON)
9) ss.
10 County of Klamath)

April
3, 1975

11 Personally appeared Teunis J. Roeloffs and Alvin Van Hulzen
12 who, being duly sworn, each for himself and not for the other,
13 did say that the former is the President and the latter is the
14 Vice-President - Treasurer of FLYING DUTCHMEN LAND & CATTLE CO.,
15 INC., an Oregon corporation, and that the seal affixed to the
16 foregoing instrument was signed and sealed in behalf of said
17 corporation by authority of its board of directors; and each of
18 them acknowledged said instrument to be its voluntary act and
19 deed.

20 Before me:

21 (SEAL)

22 [Signature]
23 EDMUND RAMSAY
24 NOTARY PUBLIC - OREGON
25 My Commission Expires Oct 15, 1977

26 Notary Public for Oregon
27 My commission expires: _____

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M O R T G A G E

THIS MORTGAGE, made this 3rd day of January, 1974, between FLYING DUTCHMEN LAND & CATTLE CO., INC., a Corporation, duly organized and existing under the laws of the State of Oregon, hereinafter called the Mortgagor, and CECIL C. HUNT, MARTHA C. HUNT, EUNICE B. GOETZ, ROBERT L. GOETZ, EUNICE B. GOETZ, Guardian of DOUGLAS GOETZ, and EUNICE B. GOETZ, Guardian of GREGORY GOETZ, hereinafter called the Mortgagee,

WITNESSETH: That said mortgagor, in consideration of TWO HUNDRED FORTY THOUSAND and No/100ths (\$240,000.00) Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, their heirs, executors, administrators, successors and/or assigns, that certain real property situated in Klamath County, State of Oregon, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

To Have and to Hold the said premises with the appurtenances unto the said mortgagee, their heirs, executors, administrators, successors and/or assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the following is a substantial copy:

\$240,000.00 Klamath Falls, Oregon, JANUARY 3, 1974.
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Cecil C. Hunt, Martha C. Hunt, Eunice B. Goetz, indiv. & as Gdn. of Douglas & Gregory Goetz, and Robert L. Goetz, at Two Hundred Forty Thousand and no/100-----DOLLARS, with interest thereon at the rate of 6% percent per annum from date hereof until paid, payable in annual installments of not less than \$ 20,000.00 in any one payment; interest shall be paid annually and in addition to the minimum payments above required; the first payment to be made on the 1st day of January 1975, and a like payment on the 1st day of January thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed herein; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.
* Strike words not applicable.

FLYING DUTCHMEN LAND & CATTLE CO., INC.
By: /s/ Teunis J. Roeloffs
President
By: /s/ Thys DeHoop
Vice President - Treasurer

EXHIBIT B

1 And said mortgagor covenants to and with the mortgagee,
2 their heirs, executors, administrators, successors and/or assigns,
3 that it is lawfully seized in fee simple of said premises and has a
4 valid, unencumbered title thereto and will warrant and forever de-
5 fend the same against all persons; that it will pay said note, prin-
6 cipal and interest, according to the terms thereof; that while any
7 part of said note remains unpaid it will pay all taxes, assessments
8 and other charges of every nature which may be levied or assessed
9 against said property, or this mortgage or the note above described,
10 when due and payable and before the same may become delinquent; that
11 it will promptly pay and satisfy any and all liens or encumbrances
12 that are or may become liens on the premises or any part thereof
13 superior to the lien of this mortgage; that it will keep the buildings
14 now on or which hereafter may be erected on the said premises contin-
15 uously insured against loss or damage by fire and such other hazards
16 as the mortgagee may from time to time require, in an amount not less
17 than the original principal sum of the note or obligation secured by
18 this mortgage, in a company or companies acceptable to the mortgagee,
19 with loss payable first to the mortgagee and then to the mortgagor as
20 their respective interests may appear; all policies of insurance shall
21 be delivered to the mortgagee as soon as insured. Now, if the mort-
22 gator shall fail for any reason to procure any such insurance and to
23 deliver the said policies to the mortgagee at least fifteen days
24 prior to the expiration of any policy of insurance now or hereafter
25 placed on said buildings, the mortgagee may procure the same at
26 mortgagor's expense; that it will keep the buildings and improvements
27 on said premises in good repair and will not commit or suffer any
28 waste of said premises. At the request of the mortgagee, the mort-
29 gator shall join with the mortgagee in executing one or more financ-
30 ing statements pursuant to the Uniform Commercial Code, in form
31 satisfactory to the mortgagee, and will pay for filing the same in
32 the proper public office or offices, as well as the cost of all

1 lien searches made by filing officers or searching agencies as may
2 be deemed desirable by the mortgagee.

3 Now, therefore, if said mortgagor shall keep and perform
4 the covenants herein contained and shall pay said note according to
5 its terms, this conveyance shall be void, but otherwise shall remain
6 in full force as a mortgage to secure the performance of all of said
7 covenants and the payment of said note; it being agreed that upon a
8 failure to perform any covenant herein, or if proceeding of any kind
9 be taken to foreclose any lien on said premises or any part thereof,
10 the mortgagee shall have the option to declare the whole amount un-
11 paid on said note or on this mortgage at once due and payable, and
12 this mortgage may be foreclosed at any time thereafter. And if the
13 mortgagor shall fail to pay any taxes or charges or any lien, encum-
14 brance or insurance premium as above provided for, the mortgagee
15 may at his option do so, and any payment so made shall be added to
16 and become a part of the debts secured by this mortgage, and shall
17 bear interest at the same rate as said note without waiver, however,
18 of any right arising to the mortgagee for breach of covenant. And
19 this mortgage may be foreclosed for principal, interest and all sums
20 paid by the mortgagee at any time while the mortgagor neglects to re-
21 pay any sums so paid by the mortgagee. In the event of any suit or
22 claim being instituted to foreclose this mortgage, the mortgagor
23 agrees to pay all reasonable costs incurred by the mortgagee for
24 title search, all statutory costs and disbursements and such further
25 sum as the trial court may adjudge reasonable as plaintiff's attorney
26 fees in such suit or action and if an appeal is taken from any judg-
27 ment or decree entered therein mortgagor further promises to pay
28 such sum as the appellate court shall adjudge reasonable as plain-
29 tiff's attorney fees on such appeal, all such sums to be secured by
30 the lien of this mortgage and included in the decree of foreclosure.

31 Each and all of the covenants and agreements herein con-
32 tained shall apply to and bind the heirs, executors, administrators,

BEEDLEY & KNUDSEN, P.C.
ATTORNEYS AT LAW
101 SOUTH CROWN STREET
KLAMATH FALLS, OREGON 97601