

A-27143

17363

18002

Vol. 1176 Page

1976 AUG 23 PM 9 57

SUPPLEMENTAL MORTGAGE

This supplemental indenture, dated August 10, 1976, made and entered into by and between Robert L. Laughlin and Stuart S. Frye, P. O. Box 1, Rancho Santa Fe, California, herein referred to as mortgagors, and Richard A. Smith and Geneva A. Smith, Bonanza, Oregon, herein referred to as mortgagees, witnesseth:

Whereas, mortgagors, by an indenture, dated February 1, 1976, made and executed by mortgagors to mortgagees, hereinafter referred to as the mortgage, granted, bargained, released, conveyed, sold, assigned, transferred, mortgaged, pledged, set over, and confirmed unto mortgagees, and to mortgagees' successors and assigns forever, certain property therein described, to secure a note therein described; mortgagors have acquired since the execution of the mortgage, certain real property in the County of Klamath, State of Oregon, hereinafter more fully set out and described and wishes to subject the property to the lien of the mortgage; mortgagors and mortgagees are authorized to enter into this supplemental indenture under the provisions of the mortgage; all conditions and requirements of the mortgage necessary to make this supplemental indenture a valid, binding, and legal

SUPPLEMENTAL MORTGAGE, PAGE ONE.

instrument for the purposes herein expressed have been done, performed, and fulfilled; and the delivery of this supplemental indenture and the form and terms hereof have been in all respects duly authorized:

Now, therefore, in consideration of the premises and of two hundred twenty five thousand and no/100 dollars (\$225,000.00) paid to it by mortgagees at the time of the execution and delivery of these presents, the receipt of which is acknowledged, mortgagors have granted, bargained, released, conveyed, sold, assigned, transferred, mortgaged, pledged, set over, and confirmed, and by these presents does hereby bargain, release, convey, sell, assign, transfer, mortgage, pledge, set over, and confirm unto mortgagees, and to mortgagees' successors forever, the following described property of mortgagors:

SE1/4NW1/4 of Section 16, Township 40 S.,
R. 14 E.W.M.

SUBJECT TO: (1) Liens and assessment of Klamath Project and Langell Valley Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith. (2) Grant of Right of Way, including the terms and provisions thereof, given by Charles Kilgore, Silas W. Kilgore and Louise Kilgore Schmoe to Pacific Power & Light Company, a Maine corporation, dated October 8, 1962, recorded December 30, 1962 in Deed Volume 342 page 134, records of Klamath County, Oregon. (3) Right of way for ditch, including the terms and provisions thereof, given by Louise Kilgore Schmoe et al., to Richard A. Smith and Geneva A. Smith, husband and wife, dated December 31, 1962, recorded January 21, 1963 in Deed Volume 342 page 542, records of Klamath County, Oregon, together with the right of ingress and egress therefrom. (4) Reservations and restrictions, including the terms and provisions

SUPPLEMENTAL MORTGAGE, PAGE TWO.

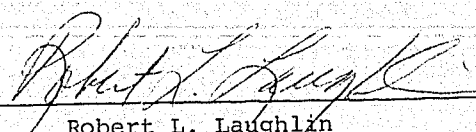
10130

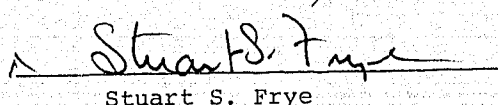
thereof, being a Patent from United States of America to Richard A. Smith, dated January 13, 1969, recorded August 7, 1969 in Volume M69 page 6899, Microfilm records of Klamath County, Oregon. (Affects Sec. 9). (5) Easement, including the terms and provisions thereof, by and between Richard A. Smith, et ux., and Louis Kilgore Schmoie, et al., dated September 23, 1969, recorded January 26, 1970 in Volume M70 page 638, Microfilm records of Klamath County, Oregon. (Affects Sec. 9).

To have and to hold such property unto mortgagees, and mortgagees' successors and assigns forever, expressly under and subject to and on each of the covenants and conditions of, and solely for the purposes as expressed and declared in and by, the mortgage as fully and with like effect as if the premises that are hereby granted and conveyed unto mortgagees had been specifically described in and covered by the mortgage.

All representations herein are made solely by mortgagors. Mortgagees shall be entitled to all rights, privileges, and immunities set forth in the mortgage.

In witness whereof, mortgagors have executed this indenture.

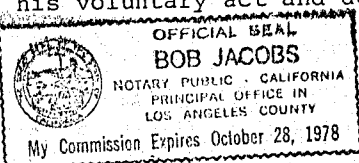

Robert L. Laughlin


Stuart S. Frye

SUPPLEMENTAL MORTGAGE, PAGE THREE.

STATE OF CALIFORNIA)
County of SANDIEGO) ss.
August 10, 1976.

Personally appeared the above named ROBERT L.
LAUGHLIN and acknowledged the foregoing instrument to be
his voluntary act and deed.



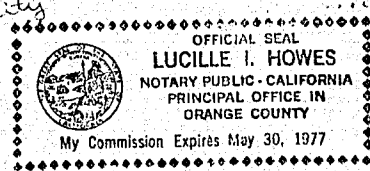
Before me:

Bob Jacobs
Notary Public for California
My Commission expires:

STATE OF CALIFORNIA)
County of Calif)
August 18, 1976.

Personally appeared the above named STUART S. FRYE
and acknowledged the foregoing instrument to be his voluntary
act and deed.

Return to: KEC
432 main
city



Before me:

Lucille I. Howes
Notary Public for California
My Commission expires:

STATE OF OREGON,
County of Klamath

Filed for record at request of

Klamath County Title Co.

on this 23 day of August A.D. 1976

at 9:57 o'clock A. M. and duly

recorded in Vol. M76 of mortgages

page 13024

Wm D. MILNE, County Clerk

By *Lucille I. Howes*

\$12.00