

ADDENDUM TO TRUST DEED DATED August 11, 1981 between Lloyd E. Chidester and Helen L. Chidester, H&W as Grantor and Transamerica Title Ins. Co. as Trustee and -GUY W. NOWELS and BETSY R. NOWELS- as Beneficiary.

1. THIS Trust Deed is subject to and subordinate to that trust deed between Lloyd E. & Helen L. Chidester and Security Savings & Loan Assoc. which was recorded on July 1, 1977 in Book M77, Page 11680 (or Recorder's Fee No.                     ) of Klamath County, given to secure the sum of \$ 55,000.00 and with interest at the rate of 9.250 % per annum on the unpaid balance which the Grantor herein warrants that said trust deed and the two underlying \*\*\* does not now exceed the sum of \$ 75,134.76 as of Aug. 15, 1981. See page III

2. Beneficiary has paid to Grantor on the execution hereof the sum of \$ 8,000.00 and Grantors agrees to pay all underlying trust deed payments and payments under this Note and trust deed to the servicing and collection agency set forth in Paragraph 9A herein. Any payments not made by Grantor on the underlying Note(s) and trust deeds shall constitute a default under this Note and trust deed and Beneficiary may make such payments and add them to the Note.

3. (a) Grantor herein agrees to comply with all the terms and conditions of the trust deeds other than with respect to the payment of principal and interest due under the said trust deeds.

(b) In the event Grantor shall fail to so comply with all terms and conditions of the said trust deeds other than payment of principal and interest, such failure shall constitute a default under this trust deed and shall entitle Beneficiary, at its option, to exercise any and all rights and remedies.

4. (a) Beneficiary agrees to pay to the holder of the trust deeds the sum of \$ 75,134.76 unpaid principal balance together with all the interest thereon accruing thereunder from Aug. 15, 1981 as and when required by the terms of the said trust deeds.

(b) Notwithstanding the foregoing, Beneficiary's obligation to make the respective payments of principal and interest as and when due under the trust deeds is conditioned upon the following:

(i) Grantor shall not be in default under this trust deed.

(ii) Grantor shall comply with all the terms and provisions of the

This document being re-recorded to correct due date for Note.

trust deeds other than with respect to the payments of principal and interest due thereunder after August 15, 1981.

5. (a) In the event prior to the full term of this Trust Deed, the trust deeds are ~~is~~ paid off by any insurance proceeds, by condemnation or any method, the full remaining balance of the note secured by this trust deed shall be immediately due and payable.

(b) Any payments made fifteen (15) days after the due date each month shall be charged a late fee of \$10.00 or 5% of the monthly payment, whichever is greater.

6. (a) Grantor may at any time after six (6) months from the date herein pay off this Note and Trust Deed.

7. Grantor agrees that if he sells, transfers, or otherwise encumbers said property which results in the underlying trust deed increasing its interest rate or accelerating its Note, this Trust Deed and Note shall become immediately due and payable in full.

8. (a) Grantor and Beneficiary agree to promptly send to the other, copies of any notices received by them from the holder of the trust deed or any notices received by them from any other governmental agency.

9. (a) Grantor and Beneficiary agree to have the payments of the note secured by this trust deed collected by Mortgage Connections, Inc., or any agency as both parties shall agree in writing.

10. Time is of the essence of this Trust Deed and it is agreed that in case the Grantor shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Beneficiary may elect to accelerate the entire balance, file a suit in equity for specific performance or file foreclosure; the Beneficiary shall have the right to enter and take possession of the real estate and have a receiver appointed; and no waiver by the Beneficiary of any default on the part of the Grantor shall be construed as a waiver of any subsequent default.

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11. Upon Beneficiary's election to bring suit to enforce any covenant of this Trust Deed, including suit to collect any payment required hereunder, the Grantor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit which sums shall be included in any judgment or decree entered in such suit.

Lloyd E. Chidester  
Lloyd E. Chidester

Helen L. Chidester  
Helen L. Chidester

STATE OF OREGON )  
 )  
County of Klamath )

Personally appeared before me the above named Lloyd E. Chidester  
er  
and Helen L. Chidester and acknowledged the foregoing instrument to be their  
voluntary act and deed.

Susan C. Patzke  
Notary Public for Oregon  
My commission expires 11-2-82

\*\*\*Trust deed dated 7/24/81, recorded 7/28/81 in Book M 81  
Page 13486 Klamath County, to secure the payment of \$10,000.00  
by Lloyd E. Chidester and Helen L. Chidester, trustors, to  
S. David Butz and I. Jane Butz, Husband and Wife.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 27th day of August A.D. 19 81 at 3:54 o'clock P. M., and  
duly recorded in Vol. M81, of Mortgages on Page 15290

EVLYN BIEHN, County Clerk  
By Bernard A. Detsch

Fee \$10.50

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 18th day of Sept. A.D. 1981 at 10:56 o'clock A.M., and  
duly recorded in Vol. M-81, of Mortgages on a 16686

EVLYN BIEHN, County Clerk  
By James A. Thomas  
deputy

Fee \$ 12.00

A. E. Thomas