NOTE AND MORTGAGE AMENDMENT

Loan No. 500609 3

cl. M83 Page 19304

THIS AGREEMENT made as of the 9th day of September 1983, by and between HUB HEG ITD a Michigan Limited Partnershin 24333 Southfield Road. Southfield. THIS AGREEMENT made as of the 9th day of September 1983, by and between HUB RANCHES, LTD., a Michigan Limited Partnership, 24333 Southfield Road, Southfield, Michigan 48075 ("Morrgagor") and THE TRAVELERS INSURANCE COMPANY. a Connecticut KANCHES, LTU., a Michigan Limited Partnership, 24333 Southfield Road, Southfield Michigan 48075 ("Mortgagor") and THE TRAVELERS INSURANCE COMPANY, a Connecticut cornoration having its principal office at One Tower Square Hartford Michigan 400/3 (Mortgagor) and the inaveliend indukance commany, a comporation having its principal office at One Tower Square, Hartford, Connecticut 06115 ("Mortgagee"):

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WHEREAS, MORTGAGEE is the holder of the promissory note of RICHARD J. SNSEN and ERNA D. JORGENSEN, hushand and wife, tointly and severally ar WHEREAS, MORTGAGEE is the holder of the promissory note of Kiumaku J. JORGENSEN and ERNA D. JORGENSEN, husband and wife, jointly and Severally and Partmership, pavable to the o JORGENSEN and ERNA D. JORGENSEN, husband and wife, jointly and severally and assumed by HUB RANCHES, LTD., a Michigan Limited Partnership, Payable to the order of Mortgage dated July 16, 1979 in the original principal amount of assumed by HUB KANUHES, LID., a Michigan Limited Fartnership, Payable to of Mortgagee, dated July 16, 1979, in the original principal amount of \$940 000 00 ("Nore"): and \$240,000.00, ("Note"); and WHEREAS, the Note is secured by the mortgage of RICHARD J. JORGENSEN and D. JORGENSEN husband and wife and assumed by HIIR RANCHES I.TD. a Michi WHEREAS, the Note is becured by the mortgage of RICHARD J. JORGENSEN and ERNA D. JORGENSEN, husband and wife, and assumed by HUB RANCHES, LTD., a Michigan Limited Partnership, to Morrgage, dated in 10 16 1979 and recorded in Volume M

ERNA D. JURGENSEN, husband and wife, and assumed by HUB RANCHES, LTD., a Michigan Limited Partnership, to Mortgagee, dated July 16, 1979, and recorded in Volume M 79 nave 17393 and re-recorded in Volume M 79 nave 17683 of the Klamath Limited Partnership, to Mortgagee, dated July 16, 19/9, and recorded in Volume M 79, Page 17393, and re-recorded in Volume M 79, Page 17683, of the Klamath County Oregon land records ("Morrgage") and by other Recurity instruments. /9, page 1/393, and re-recorded in Volume M /9, page 1/683, of the Klamath County, Oregon land records ("Mortgage"), and by other security instruments; and WHEREAS, pursuant to the Modification Agreement of even date herewith Mortgagor and Mortgagee have agreed to: 1) Increase the default rate as stated in the Note and Mortgage.

WHEREAS, the parties hereto desire to amend the Note, Mortgage and other rirv instruments so as to secure all sums due and navable on the Note as WHEREAS, the parties hereto desire to amend the Note, Mortgage and other Security instruments so as to secure all sums due and payable on the Note, as NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, Mortgagor and Mortgagee hereby agree as follows: 1. The provisions of the Modification Agreement shall be secured by the 1. The provisions of the Modification Agreement shall be secured by the Mortgage and other security instruments on a parity with and as fully as if such provisions were included in the original Nore. Provisions were included in the original Note.

2. The Note, Mortgage and other security instruments, as amended hereby, remain in full force and offect according to their tarms and all tarms 2. The Note, Mortgage and other security instruments, as amended hereby, shall remain in full force and effect according to their terms, and all terms, and all terms, and all terms, are bereby ratific Shall remain in full force and effect according to their terms, and all terms, covenants, conditions and provisions thereof, as so amended, are hereby ratified

19305 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written. HUB RANCHES, LTD, a Michigan Limited Partnership Richard L. Bellaw, General Partner Kenneth-W. Gest, General Partner Richard L. Hubman, General Partner In the Presence of: M. Konney THE TRAVELERS INSURANCE COMPANY M. Konney By John Thennan John P. Grennan, Jr. Second Vice President M. Hurst STATE OF muchigan Title: COUNTY OF Oakland 88. THIS CERTIFIES, That on this //JZL day of September, 1983 , before me, the stand a Notary Public for said State Personally appeared the within ramed Into CERTIFIED, INAL ON THIS JOIN DAY OF DEPLEMBER, 1700, DeFORE WE, LNE undersigned, a Notary Public for said State, personally appeared the within named Richard L. Bellaw, Kenneth Gest, and Richard L. Hubman known to me to be identical persons described in and who executed the within instrument, as General Partners of HUB RANCHES, LTD., a Michigan Limited Partnership, and acknowledged to me that they executed the same freely and voluntarily for the purposes herein expressed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written. Notary Public for State of Machigan My commission expires: LINDA M. KEEFE

Notary Public, Oakland County, MI My Commission Expires Feb. 10, 1986

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STATE OF CONNECTICUT

County of Hartford

at Hartford, Connecticut SS:

Before me, a notary public in and for said County and State, on this day, personally appeared John P. Grennan, Jr., to me known to be the identical person who subscribed the name of The Travelers Insurance Company to the foregoing Vice-President, who, being by me duly sworn, the seal affixed to said instrument is the corporate seal of said corporation, Vice-President of said corporation, that and that said instrument was signed and sealed by him on behalf of said corporation by authority of its board of directors, and said John P. Grennan, Jr. acknowledged to me that he executed the same for the uses, purposes and consideration therein set forth and in the capacity therein stated as his free and voluntary act and deed and as the free and voluntary act and deed of said

Given under my hand and seal of office this _25th _ day of _October 1983.

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Nancy F. Ofgley, Notary P

My Commission Expires: March 31, 1986.

Return to: The Travelers Companies 707 Southwest Washington Street Portland, OR 97205

STATE OF OREGON,) County of Klamath)

Foo 12.00

Filed for record at request of

cn this <u>9th</u> day of <u>Nove</u> A.D. 19<u>83</u> or 11:42 M83° clock _A__M, and duly recorded in Vol. of Mortgages age_19304 . EVELYN BIEHN, County Clerk By PAric An Deputy