

KC TC

30409

Vol. 1183 Page

19307

LOAN NO. 400299 4

NOTE AND MORTGAGE AMENDMENT

THIS AGREEMENT made as of the 27th day of October, 1983, by and between HUB RANCHES, LTD., a Michigan Limited Partnership, 24333 Southfield Road, Southfield, Michigan 48075 ("Mortgagor") and THE TRAVELERS INDEMNITY COMPANY, a Connecticut corporation having its principal office at One Tower Square, Hartford, Connecticut 06115 ("Mortgagee"):

W I T N E S S E T H :

WHEREAS, MORTGAGEE is the holder of the promissory note of HILLEN RANCH, LTD., a California Limited Partnership, JON R. HILLEN and JUDITH HILLEN, husband and wife, jointly and severally and assumed by HUB RANCHES, LTD., a Michigan Limited Partnership, payable to the order of Mortgagee, dated January 14, 1977, in the original principal amount of \$375,000.00, ("Note"); and

WHEREAS, the Note is secured by the mortgage of HILLEN RANCH, LTD., a California Limited Partnership, and assumed by HUB RANCHES, LTD., a Michigan Limited Partnership, to Mortgagee, dated January 14, 1977, and recorded in Volume M 77, pages 1146-1149, 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 security instruments so as to secure all sums due and payable on the Note, as amended;

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 Mortgage and other security instruments on a parity with and as fully as if such provisions were included in the original Note.
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, covenants, conditions and provisions thereof, as so amended, are hereby ratified and confirmed.

19308

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
Richard L. Bellaw, General Partner

Kenneth W. Gest
Kenneth W. Gest, General Partner

Richard L. Hubman
Richard L. Hubman, General Partner

In the Presence of:

E. M. Konney
E. M. Konney

M. Hurst
M. Hurst

STATE OF Michigan)
COUNTY OF Oakland)

THE TRAVELERS INDEMNITY COMPANY
By William E. Taylor
Second Vice President Title:
William E. Taylor

ss.

THIS CERTIFIES, That on this 16th day of September, 1983, before me, the 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.

Linda M. Keefe
Notary Public for State of Michigan
Residing at:

My commission expires:

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

19309

STATE OF CONNECTICUT)

County of Hartford)

ss: at Hartford, Connecticut

Before me, a notary public in and for said County and State, on this day, personally appeared William E. Taylor, to me known to be the identical person who subscribed the name of The Travelers Indemnity Company to the foregoing instrument as its Second Vice-President, who, being by me duly sworn, did state that he is the Second Vice-President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him on behalf of said corporation by authority of its board of directors, and said William E. Taylor 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 corporation.

Given under my hand and seal of office this 27th day of October, 1983.

Nancy F. Gngley

Nancy F. Gngley,

Notary Public

My Commission Expires:

3/31/86.

Return To:
The Travelers Companies
707 South West Washington Street
Portland, OR 97205

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 27th day of Nov. A.D. 1983

at 11:42 o'clock A M, and duly

recorded in Vol. M83 of Mortgages

Page 19307

EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 12.00