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MTC # 8132

## MODIFICATION OF REAL ESTATE CONTRACT

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Reference is made to a certain Contract for the sale of Real Estate, dated Sept. 24, 1979 between WILLIAM L. DILLMAN & WILHELMINE A. DILLMAN, husband and wife, as seller, and WELCO INDUSTRIES, INC. as buyer, with recording data shown as M79, page 22523, Klamath County records. Said contract was assigned from WILLIAM L. DILLMAN & WILHELMINE A. DILLMAN, husband and wife, to FRANK W. OHLUND and JANE A. OHLUND, husband and wife, as Tenants in common, on January 24, 1980.

The terms and conditions of the original contract dated September 24, 1979, are modified as follows:

Buyer: WELCO INDUSTRIES, INC.

Seller: (Assignee) - FRANK W. & JANE A. OHLUND

Legal Description:

A parcel of land lying in Government Lot 7 of Section 34, Township 34 South, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point 285.72 feet North and 1300.86 feet East of the Southwest corner, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, which point is located on East boundary of Lot 7, said Section 34; thence South 147.90 feet to a stake at edge of Williamson River; thence South 85° West for 200 feet; thence South 43° West 91.20 feet; thence North 231.80 feet; thence East 261.40 feet to the point of beginning.  
BUT EXCEPTING THEREFROM the 100 foot by 50 foot parcel conveyed to Lloyd Lotches by Land Status Report recorded in Book 306 at page 467, Deed Records.

Unpaid contract balance increased to: \$7,235.48

Repayment Terms: Monthly installments of \$150.00 including 12% per annum on the unpaid balance., starting November 15, 1983.

All other terms of the original contract remain the same.

It is hereby agreed and stipulated by the parties hereto that this extension or change in terms shall in no way affect the right of the seller or his assignee to enforce the terms of the original contract, including default provisions; nor shall any waiver by said seller, or his assignee, of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

IN WITNESS WHEREOF, the above parties have executed this instrument this 8 day of November, 1983.

Buyer:

WELCO INDUSTRIES, INC.

By: Richard Wells  
President

Sellers (Assignees)

Frank W. Ohlund  
Jane A. Ohlund

County of Klamath )  
State of Oregon ) ss.

County of Klamath )  
State of Oregon ) ss.

November 8 1983, personally appeared RICHARD A. WELLS, who being duly sworn did say that the former is the president of WELCO INDUSTRIES, INC., a Corporation, and that said instrument was signed in behalf of said corporation and said signature to be his voluntary act & deed.

Before Me:

Deanne Hatcher

Notary public for Oregon

My Commission expires: 9-24-87

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November 8, 1983 personally appeared FRANK W. OHLUND & JANE A. OHLUND, husband and wife, and acknowledged the foregoing instrument to be their voluntary act & deed.

Before me:

Deanne Hatcher  
Notary Public for Oregon

My commission expires 9-24-87

(3)

STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for record on the 14th day of November A.D., 1983 at 9:55 o'clock A.M., and duly recorded in Vol M83, of Deeds on page 19477.

EVELYN BIEHN, COUNTY CLERK

by Deanne Hatcher deputy

FEE \$ 4.00

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