

38286

MODIFICATION OF MORTGAGE Made as of June 1, 1984, by RODNEY R. LYON (aka Rodney Lyon), MARIE M. LYON (aka Marie Lyon), RICK LYON, JEANNIE LYON, and TRACEY LYON, individually, and as co-partners under the name and style of ROD LYON & SONS, a partnership (Mortgagors), and KLAMATH PRODUCTION CREDIT ASSOCIATION, a corporation organized and existing under the Farm Credit Act of the Congress of the United States, as amended, with its principal place of business in the City of Klamath Falls, Oregon (Mortgagee);

W I T N E S S E T H:

WHEREAS, Rodney R. Lyon and Marie M. Lyon are husband and wife; and,

WHEREAS, Rick Lyon and Jeannie Lyon are husband and wife; and,

WHEREAS, Rodney R. Lyon and Marie M. Lyon have heretofore executed and delivered to Mortgagee their mortgage dated August 6, 1980, recorded October 14, 1980, in Vol. M-80, Page 20072, Records of Klamath County, Oregon, to secure the sum of \$938,965.00, plus future loans and advances made or contracted for within a period of five (5) years from and after the date of recordation of said mortgage, but not to exceed \$1,000,000.00, covering real property described therein, to which recorded mortgage reference is hereby made for the real property subjected to the mortgage lien and the covenants, terms, and provisions thereof, which are hereby, by such reference, incorporated herein; and,

WHEREAS, the parties hereto claim some interest in or to the real property hereinafter described; and,

WHEREAS, the Mortgagors are indebted to Mortgagee for sums evidenced by the following promissory notes made by one or more of the Mortgagors to the order of Mortgagee, plus interest as therein provided: promissory note dated April 20, 1983, in the face amount of \$1,456,512.00, and promissory note dated February 17, 1984, in the face amount of \$102,500.00; and,

WHEREAS, Mortgagee has agreed to extend the due date of said promissory notes to November 5, 1984, and to advance future sums; and,

WHEREAS, Mortgagor has, as consideration of the advancement of future sums and the extension of the due dates of the aforesaid promissory notes to November 5, 1984, by Mortgagee, offered to become Mortgagors under the covenants, terms, and provisions of the aforesaid mortgage,

NOW, THEREFORE, the parties hereby amend the above-described mortgage as follows:

1. The sums secured thereby, exclusive of interest, shall not exceed \$1,600,000.00.
2. The due dates of the promissory notes herein described are extended to November 5, 1984.

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3. The real property made subject to the above-described mortgage is situate in Klamath County, Oregon, and more particularly described as follows:

PARCEL 1: A parcel of land situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 36, Township 40 South, Range 11 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pipe located at the South and East right of way of the Old Linkville-Tulelake Road at the point said road leaves the North and South centerline of Section 36, Township 40 South, Range 11 E.W.M., and runs East; said iron pipe being also North 1218.0 feet and North 89°48' East 30.0 feet from South quarter-section corner of Section 36; thence North 89°48' East along the South right of way of said Linkville-Tulelake Road, 477.4 feet to the Northwestern right of way of County Road #1113 known as Paygr Road; thence along Paygr Road South 48°06'20" West 154.25 feet to a beginning of curve; thence around a 10°30'40" curve to the left (radius 548.05) a distance of 104.68 feet; thence South 31°47'20" West 581.5 feet to the intersection of the Westerly right of way of the Old Linkville-Tulelake Road; thence North 690.92 feet, more or less, to the point of beginning. Said parcel contains 3.49 acres, more or less.

PARCEL 2: Township 41 South, Range 11 East of the Willamette Meridian:

Section 4: W $\frac{1}{2}$ SW $\frac{1}{4}$  lying Northerly of the Klamath Irrigation District "D" Canal.

Section 5: E $\frac{1}{2}$ SE $\frac{1}{4}$  lying Northerly of the Klamath Irrigation District "D" Canal.

PARCEL 3: A parcel of land situate in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 3, Township 41 South, Range 11 E.W.M., described as follows:

Beginning at the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence South along the East line of said Section a distance of 1305.0 feet; thence West, parallel with the North line of said quarter section, a distance of 425.0 feet; thence North parallel with the East line of said Section, a distance of 1305.0 feet; thence East along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  a distance of 425.0 feet to the point of beginning.

PARCEL 4: Township 40 South, Range 12 East of the Willamette Meridian:

Section 22:	SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23:	SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 26:	NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 27:	NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 36:	All, Except the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 35:	All, Except the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 34:	NE $\frac{1}{4}$ SE $\frac{1}{4}$

12756

Township 41 South, Range 12 East of the Willamette Meridian:

Section 1: SE $\frac{1}{4}$ NE $\frac{1}{4}$   
 Section 2: NE $\frac{1}{4}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

PARCEL 5: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 34, Township 40 South, Range 12 East of the Willamette Meridian.

SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 40 South, Range 12 East of the Willamette Meridian.

W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 2, Township 41 South, Range 12 East of the Willamette Meridian.

PARCEL 6: E $\frac{1}{2}$ NE $\frac{1}{4}$  EXCEPTING the West 30 feet thereof in Section 5, Township 41 South, Range 11 East of the Willamette Meridian.

W $\frac{1}{2}$ NW $\frac{1}{4}$  SAVING AND EXCEPTING therefrom that portion deeded to Dennis V. and Katherine Holl, recorded June 1, 1981, in Volume M-81, Page 9687, Deed Records of Klamath County, Oregon, in Section 4, Township 41 South, Range 11 East of the Willamette Meridian.

Except as herein modified in the manner and on the terms and conditions herein above stated, the above described promissory notes and mortgage shall be and remain in full force and effect, with all the terms and conditions of which Mortgagors do agree to comply in the same manner and to the same extent as though the provisions hereof were, in all respects, originally incorporated in the above-described promissory notes and/or mortgage.

SIGNED on the date set opposite the signatures of the party signing the same; the corporate party by its officer pursuant to authority granted him by its Loan Committee.

DATE

7-24-84

7-24-84

7-24-84

7-24-84

7-24-84

SIGNATURE

Rodney R. Lyon  
 RODNEY R. LYON

Marie M. Lyon  
 MARIE M. LYON

Rick Lyon  
 RICK LYON

Jeannie Lyon  
 JEANNIE LYON

Tracey Lyon  
 TRACEY LYON

individually and as co-partners under the name and style of ROD LYON & SONS, a partnership (Mortgagor)

12757

KLAMATH PRODUCTION CREDIT ASSOCIATION,  
a corporation (Association)

By: Greg Williams  
GREG WILLIAMS, President (Mortgagee)

STATE OF OREGON )  
 ) ss:  
County of Klamath )

Personally appeared before me this 24th day of July, 1984, the above named RODNEY R. LYON, MARIE M. LYON, RICK LYON, JEANNIE LYON, and TRACEY LYON and acknowledged the foregoing instrument to be their voluntary act and deed.

Sharon D McNeely  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-3-86

STATE OF OREGON )  
 ) ss:  
County of Klamath )

Personally appeared before me this 25th day of July, 1984, the above named GREG WILLIAMS, as president of Klamath Production Credit Association, and acknowledged the foregoing instrument to be its voluntary act and deed.

Carol Chuders  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10-18-86

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

on this 27 day of July A.D. 19 84  
at 12:11 o'clock P M, and duly  
recorded in Vol. M84 of Mortgages  
Page 12754

EVELYN BIEHN, County Clerk

By: Sam Smith Deputy

Fees 16.00

Return:

KLAMATH PRODUCTION CREDIT ASSOCIATION  
900 KLAMATH AVENUE P. O. BOX 148  
KLAMATH FALLS, OREGON 97603