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MTC-13533

MODIFICATION OF ASSIGNMENT AGREEMENT OF FRACTIONAL INTEREST

WHEREAS, PATRICIA M. ROUSH, aka PATRICIA M. PHILLIPS, hereinafter referred to as "ASSIGNOR", and GOLDEN PACIFIC INVESTMENT CORPORATION., hereinafter referred to as ASSIGNEE, entered into an ASSIGNMENT AGREEMENT OF FRACTIONAL INTEREST, dated APRIL 11, 1984, recorded by Memorandum on APRIL 20, 1984, Volume M84, Page No. 6607, Microfilm Records of KLAMATH COUNTY, State of Oregon; said Agreement assigning a fractional interest in the following described security instrument:

- a. Security Instrument: REAL ESTATE CONTRACT dated October 06, 1980.
- b. Recorded: October 07, 1980; Volume M80, Page No. 19381, Microfilm Records of Klamath County, Oregon.
- c. Vendor: PATRICIA M. ROUSH aka PATRICIA M. PHILLIPS
- d. Vendee: BERNARDO N. MENA and BERNADELL MENA, husband and wife

and covering the following described real property, to wit:

That certain real estate described in "EXHIBIT A", attached hereto, and by this reference incorporated herein as though fully set forth herein.;

WHEREAS, in accordance with the terms and conditions of the aforementioned Assignment Agreement of Fractional Interest, Assignor assigned to Assignee EIGHTY FOUR (84) consecutive monthly payments of ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$*1,900.00*) each LESS escrow collection fees (currently \$*3.00* per disbursement), coming due on the above described Real Estate Contract, commencing May 06, 1984 and continuing thereafter until April 06, 1991, both dates included;

WHEREAS, Assignor desires to further assign to Assignee FORTY TWO (42) more consecutive monthly payments of ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$*1,900.00*) each LESS escrow collection fees (currently \$*3.00* per disbursement), coming due on the same above described Real Estate Contract, and immediately following the previously assigned Eighty four (84) consecutive monthly payments described above;

WHEREAS, Assignee agrees to accept such further Assignment of FORTY TWO (42) more consecutive monthly payments as described hereinabove;

NOW, THEREFORE, IT IS MUTUALLY AGREED TO MODIFY THE FOREMENTIONED ASSIGNMENT AGREEMENT OF FRACTIONAL INTEREST AS FOLLOWS:

1. THAT, in consideration of the further sum of FIFTEEN THOUSAND SIX HUNDRED NINETY THREE and 83/100 DOLLARS (\$*15,693.83*) paid by Assignee, receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, set over and convey unto Assignee, with recourse, the following installment payments coming due under the hereinabove described Real Estate Contract:

FORTY TWO (42) MORE consecutive monthly payments of ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$*1,900.00*) each LESS escrow collection fees (currently \$*3.00* per disbursement), coming due on the same above described Real Estate Contract, commencing May 06, 1991 and continuing thereafter until Assignee has received the agreed upon Total of Payments, to include both previously and herein assigned consecutive monthly payments, as defined in paragraph 2.1.5 of the Assignment Agreement of Fractional Interest hereinabove described, including, if necessary, sufficient additional funds, to insure that Assignee has received a return on his investment as specified in paragraph 2.4 of said Assignment Agreement of Fractional Interest;
2. THAT, both parties shall keep, observe and perform all and singular the remaining covenants, stipulations and agreements of the aforementioned ASSIGNMENT AGREEMENT OF FRACTIONAL INTEREST.
3. THAT, it is agreed that all covenants, stipulations and agreements of the said Assignment Agreement of Fractional Interest, except as herein specifically modified, shall be and remain in full force and effect and shall also apply with the same full force and effect to the further assignment of installment payments hereunder.
4. THAT, both parties agree to, and accept, the further modification of the said Assignment Agreement of Fractional Interest upon these conditions.
5. THAT, this modification shall bind and inure to the heirs, executors, administrators and assigns of each of the parties hereto.

DATED this 22nd day of October, 1984.-

ASSIGNOR:

Patricia M. Roush
Patricia M. Roush, aka
Patricia M. Phillips

ASSIGNEE:

Fernando Serra
Golden Pacific
Investment Corporation
by: Fernando Serra, Atty. in Fact

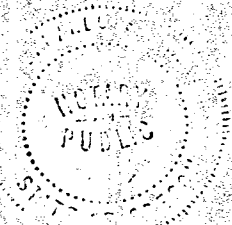
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STATE OF OREGON, County of Lane) ss.

18302

On this 22nd day of October, 1984, before me, personally appeared Patricia M. Roush, aka Patricia M. Phillips, as ASSIGNOR, and she did acknowledge said instrument to be her voluntary act and deed.

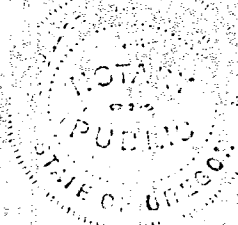


Fernando Serra

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON, County of Lane) ss.

On this 22nd day of October, 1984, before me, personally appeared Fernando Serra, who, being duly sworn, did say that he is the Attorney in Fact for GOLDEN PACIFIC INVESTMENT CORPORATION, as ASSIGNEE, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors, and he did acknowledge said instrument to be its voluntary act and deed.



Colleen Agnew

Notary Public for Oregon
My Commission expires: 11/1/87

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Initials

EXHIBIT "A"

DESCRIPTION

That portion of the Chiloquin City Airport lying West of the State Highway Commission's right of way, being about three hundred feet wide on the North, and tapering to a point on the South forming a triangle, consisting of eleven and a small fraction acres, and more particularly described as follows:

Situated in Klamath County, Oregon: Beginning at a point in Section 33, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, which is 999 feet South and 984 feet, more or less, West from the corner common to Sections 27, 28, 33 and 34 of said Township and Range, and which point of beginning is the intersection of the Westerly right of way line of the newly located Dalles-California Highway as described in a deed recorded in Klamath County Deed Records, Volume 190, page 23, with the North line of a parcel of land deeded to the City of Chiloquin for airport purposes and described in a deed recorded in Klamath County Deed Records, Volume 107, page 483, thence West, along the North line of said airport property, a distance of 336 feet, more or less, to the Northwest corner of said property; thence South, along the West line of said airport property, a distance of 3,055 feet, more or less, to the Westerly right of way line of said highway; thence North 5° 36' 30" East along said right of way line, a distance of 3,070 feet; more or less to the point of beginning; being all that portion of ~~S1/4~~^{S1/4} ~~SW1/4~~^{SW1/4}, ~~SE1/4~~^{SE1/4}, and ~~E1/4~~^{E1/4} of Section 33, Township 34 South, Range 7 East of the Willamette Meridian, lying West of the newly located Dalles-California Highway.

Less that portion described as: A parcel of land lying in the ~~S1/4~~^{S1/4} ~~SW1/4~~^{SW1/4} and the ~~SE1/4~~^{SE1/4} of Section 33, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and being a portion of the following described property: That tract of land which was conveyed by that certain deed to Earl Hall, recorded in Book 196, page 457 of Klamath County Record of Deeds, the said parcel being described as follows:

Beginning at the intersection of the North line of the foregoing described property and the Westerly right of way line of the relocated The Dalles-California Highway; said point being 50 feet distant and Westerly from (when measured at right angles to) the relocated center line of said highway at Engineer's Station 3068+75.7 said point also being 1010 feet South and 986 feet West of the Northeast corner of Section 33, Township 34 South, Range 7 East of the Willamette Meridian; thence North 89° 56' 30" West along the North line of the foregoing described property a distance of 314.61 feet to the Northwest corner of said property; thence South 0° 10' 45" East along the West line of said property a distance of 496.38 feet; thence South 84° 23' 30" East a distance of 263.08 feet to a point on the Westerly right of way line of said Highway, said point being 50 feet distant Westerly from (when measured at right angles to) the relocated center line of said highway at Engineer's Station 3074+00; thence North 5° 36' 30" East along said right of way line a distance of 524.27 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 24th day of October A.D., 1984 at 2:51 o'clock P.M., and duly recorded in Vol M84 of Deeds on page 18300.

Fee: \$ 16.00 Index: \$1.00

EVELYN BLEHN, COUNTY CLERK

by: [Signature], Deputy

Ret M.T.C.