

42781

AMENDMENT TO LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this 31st day of October, 1984, by and between IRA L. ZIRKLE and RUTH V. ZIRKLE, hereinafter called the First Party and HERBERT H. JOLLIFF and LINDA R. JOLLIFF, hereinafter called the Second Party,

W I T N E S S E T H:

WHEREAS, on November 14, 1979 IRA L. ZIRKLE and RUTH V. ZIRKLE, husband and wife, as Sellers, entered into a Land Sale Contract with CHARLES F. MATESON as the Buyer covering the following described real property:

Lot 135, PLEASANT HOME TRACTS, No. 2, in the County of Klamath, State of Oregon.

of which a Memorandum was duly recorded on November 15, 1979 in Volume M-79, page 26920 of Deed Records of Klamath County, Oregon.

WHEREAS, on July 1, 1980, CHARLES F. MATESON and DONNA K. MATESON, assigned all of their right, title and interest in said Land Sale Contract and the real property described therein unto HERBERT H. JOLLIFF and LINDA R. JOLLIFF which was duly recorded on July 1, 1980 in Volume M-80, page 12210 of Deed Records of Klamath County.

WHEREAS, on October 1, 1984, there was a balance due and owing on said Land Sale Contract of \$58,006.00 with interest paid to October 1, 1984.

WHEREAS, the parties desire to amend said Land Sale Contract.

NOW, THEREFORE, it is mutually agreed that said Land Sale Contract be amended in the following particulars:

- a. That the provision for the balloon payment due and payable five years after the execution of the contract is deleted.

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b. That the Second Party has paid to the First Party the sum of \$10,000.00, the receipt of which is hereby acknowledged by the First Party, leaving a principal balance due and owing of \$48,006.00.

c. The parties agree that the interest rate on the deferred balance be increased from 9½% to 12% per annum, commencing October 1, 1984 with the first monthly payment on principal and interest to commence November 1, 1984.

d. Said contract shall be amended in the above particulars only and all other terms and conditions shall remain the same.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, personal representatives and assigns.

Witness the hands of the parties the day and year first herein written.

Ira L. Zirkle
IRA L. ZIRKLE, First Party

Ruth V. Zirkle
RUTH V. ZIRKLE, First Party

Herbert H. Joliff
HERBERT H. JOLIFF, Second Party

Linda R. Joliff
LINDA R. JOLIFF, Second Party

STATE OF OREGON)
County of Klamath) ss.

October 18, 1984.

Personally appeared the above named IRA L. ZIRKLE and RUTH V. ZIRKLE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-24-85

-2- AMENDMENT TO LAND SALE CONTRACT

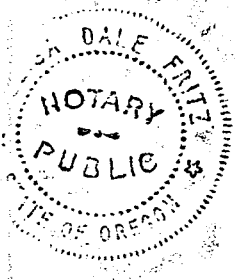
STATE OF OREGON)
) ss.
County of Klamath)

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October 31, 1984.

Personally appeared the above named HERBERT H. JOLLIFF and LINDA R. JOLLIFF, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:



Dale Fritz
NOTARY PUBLIC FOR OREGON

My Commission Expires: 5-17-85

After recording, return to: D. L. HOOTS, 2261 S. 6th Street, #2,
Klamath Falls, OR 97601

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

on this 1st day of November A.D. 19 84
at 9:12 o'clock A M, and duly
recorded in Vol. M84 of Deeds
Page 18646

EVELYN BIEHN, County Clerk

By [Signature] Deputy
Fee 12.00 Index: \$1.00

-3-AMENDMENT TO LAND SALE CONTRACT