

SECOND AMENDMENT TO MODIFICATION OF MORTGAGE Made as of the last date set opposite the signatures of the parties hereto, by RODNEY R. LYON (aka Rodney Lyon), MARIE M. LYON (aka Marie Lyon), RICK LYON, JEANNIE LYON, and TRACEY LYON, individually, and as former co-partners under the name and style of ROD LYON & SONS, a partnership, and NANCY A. LYON (Mortgagors), and KLAMATH PRODUCTION CREDIT ASSOCIATION, a corporation organized and existing 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;

WHEREAS, Tracey Lyon and Nancy A. Lyon are husband and wife; and

WHEREAS, a Modification of Mortgage, was recorded July 27, 1984, in vol. M-84, Page 12754, Records of Klamath County, Oregon, and a First Amendment to Modification of Mortgage was recorded August 22, 1984, in vol. M-84, Page 14547, Records of Klamath County, Oregon, (to which recorded instruments reference is hereby made and by such reference the same are incorporated herein); and

WHEREAS, the parties hereto have agreed to extend the due date to February 5, 1986, of all indebtedness secured by the Mortgage recorded in vol. M-80, Page 20072, Records of Klamath County, Oregon (to which recorded instrument reference is hereby made and by such reference incorporated herein), as modified and/or amended by the above-described instruments recorded in vol. M-84, Pages 12754 and 14547, respectively, Records of Klamath County, Oregon; and,

WHEREAS, the parties desire to release Rick Lyon, Jeannie Lyon and Tracey Lyon from personal liability for the indebtedness secured by the above-described Mortgage (as modified and/or amended), but not from the security of the same; and,

WHEREAS, the parties desire to add Nancy A. Lyon as a Mortgagor of the real property described in the above-described Mortgage, Modification of Mortgage, and First Amendment to Modification of Mortgage, but not to make her personally liable for the indebtedness secured by the above-described Mortgage (as modified and/or amended);

NOW, THEREFORE, the parties hereby further modify and amend the above-described Mortgage (as modified and/or amended) as follows:

1. The due date of all indebtedness (past, present, and future) secured by the above-described Mortgage (as modified and/or amended) is extended to February 5, 1986.
2. Reference to the term of 5 years contained in the above-described Mortgage (as modified and/or amended) is hereby deleted by the parties from the above-described Mortgage (as modified and/or amended).
3. Nancy A. Lyon is hereby made a Mortgagor of the real property subject to the above-described Mortgage (as modified and/or amended) but not personally liable for the indebtedness secured by the same.

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4. Rick Lyon, Jeannie Lyon, and Tracey Lyon, respectively, are hereby released from personal liability for the indebtedness secured by the above-described Mortgage (as amended and/or modified) but not from the security created by the same.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, all of the covenants, terms, and provisions of the Mortgage, Modification of Mortgage, and First Amendment to Modification of Mortgage, remain unchanged, and this Second Amendment to Modification of Mortgage, the First Amendment to Modification of Mortgage, the Modification of Mortgage, and the Mortgage, shall be construed as one instrument as though the provisions of the preceding documents and/or instruments were originally contained in the 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

7-22-857-22-857-22-857-22-857-22-857-22-857-22-85

SIGNATURE

RODNEY R. LYON

MARIE M. LYON

RICK LYON

JEANNIE LYON

TRACEY LYON

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

NANCY A. LYON

KLAMATH PRODUCTION CREDIT ASSOCIATION,
a corporation (Association)

By: Greg Williams President (Mortgagee)
GREG WILLIAMS, President (Mortgagee)

STATE OF OREGON

County of Klamath

ss:

Personally appeared before me this 22 day of July, 1985,
the above named RODNEY R. LYON, MARIE M. LYON, RICK LYON, JEANNIE LYON,

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TRACEY LYON and NANCY A. LYON and acknowledged the foregoing instrument to be their voluntary act and deed.



Sharon D. McNelly
NOTARY PUBLIC FOR OREGON

My Commission Expires: 11-3-86

STATE OF OREGON)

County of Klamath)

ss.

Personally appeared before me this 22nd day of July, 1985, the above named GREG WILLIAMS, as President of Klamath Production Credit Association, and Lindell Warner, as President's Officer, acknowledged the foregoing instrument to be his voluntary act and deed.

Carol Childers
NOTARY PUBLIC FOR OREGON

My Commission Expires: 10-18-86

(S E A L)



Return:

KLAMATH PRODUCTION CREDIT ASSOCIATION
905 KLAMATH AVENUE P.O. BOX 148
KLAMATH FALLS OREGON 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 24th day
of July A.D., 19 85 at 11:46 o'clock A M., and duly recorded in Vol. M85
of Mortgages on Page 11675

FEE \$13.00

Evelyn Biehn
By _____

County Clerk

Ann Smith