69614

BY: BY:

MODIFICATION OF MORTGAGE OR TRUST DEED VOI MV Page 21661 THIS AGREEMENT, made and entered into this 12th day of November KLAMATH FALLS BRICK & TILE COMPANY, an Oregon corporation _____ 19_86_ by and between

	an Oregon November
hereinafte	Per called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank": NESSETH: On or about the 19th day of July 300,000,000 payable in
	a called the "Borrower(-)"
WIT	NESSETH: On or about the 19th day of July 19.85 the Borrower(s) and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank": 300,000.00 payable in MARKEN JULY 19.85 the Borrower(s) (or the original fecord) did make, execute and deliver to the Bank that certain promissory note the payment of said promissory note the said promi
maker(s) in	fisher in: On or about the 10th
Sum of o	day of The Borrower is an accionate day of the Borrower is accionate day of the Borrower is a constant day of the Borrower is an accionate day of the Borrower is a constant day of
2 O D	NESSETH: On or about the 19th day of July 19.85, the Borrower(s) (or the original record) did make, execute and deliver to the Bank that certain promissory note in the linstrument, bearing day, execute and deliver to the Original record) did make, execute and deliver to the Bank that certain promissory note in the linstrument, bearing day, and deliver to the Bank that certain promissory note in the linstrument, bearing day, and deliver to the Bank that certain promissory note in the linstrument, bearing day, and deliver to the Bank that certain promissory note in the linstrument, bearing day.
purpose of	securing the payable in miskers (1907) the Borrows (1)
assignee of	record at payment of said promise installments with interest to the Bank that certain and the original
"Security	and make, execute profilesory note, the Rossest at the rate of B+1 comissory note in the
Drongets	f the Borrower is an assignee of record) did make, execute and deliver to the Bank that certain promissory note in the strument bearing date of July 19.85, the Borrower(s) (or the original record) did make, execute and deliver to the Bank that certain promissory note in the record) did make, execute and deliver to the Borrower(s) (or the original maker(s) if the Borrower is an Instrument bearing date of July 19.85, conveying the following described attached Exhibit.
Property, Si	
See	attached Exhibit "A" for legal description
	act acned Exhibit "All control of Oregon of the following described real
	A for legal description to wit:
鐵路的形式 自己的第三人称形式	THE REPORT OF THE PROPERTY OF
	#PB: BB: BB: ### #######################
방에 가장 그를 찾아왔다. 살 놀이,	그 있는 눈이 맛들어 가는 하는 것이 한 사람은 사람들이 가득하고 있다. 그는 사람들이 얼마를 하는 것이 되었다. 그는 사람들이 가는 사람들이 가는 것이 없는 것이 없는 것이다.
	된 문화가 하면 통계에 하면 있다. 얼룩했다면 하면 있는 경쟁을 들었다면 하는 것이 되었다면 하는 것이 되었다면 하는 것이 되었다면 모든 것이다.
흥성물이 가장 회에 여자와 그 회사	사람들은 하다는 아무리를 하는데 하면 하면 하면 하면 하는데 하는데 하면 하는데
	사람들은 문화를 통해 가장하는 이름 사람들이 하는 사람이 하면 하면 바로 하는 사람들이 되었다. 그는 아이들은 아이들은 사람들이 되었다.
	일하다 하면 하일 중에 하고 하고 있는 이번에 하면 통이 다양하고 중에 가장 하는 것은 사람들이 되었다. 그는 사람들이 살아 하는 것이 되었다. 그는 사람들이 살아 하는 것이 없다. 그는 사람들이 살아 하는 것이 없다. 그는 사람들이 살아 하는 것이 없다면 살아 하는 것이다.
	중요하는 이 보겠다. 항상 등에 가는 사람이 되었다. 그는 아이들은 경우를 보고 있다. 그는 사람이 되었다. 그는 사람들은 이 사람이 되었다.
	막기도 있는 일본 문에도 가이지 아버지만 보고도 하라고도 말하라면 화면를 살았다면 하는데 가장 그리는 그를 하는데 하는데 그리고 있다.
N	하다가 지수는 경찰 등 보다 나니는 그 물까요 하를 가려면 가게 살아 가게 되었다. 그는
	남이 있다. 김 이렇게 보고 본 전 결과 하고 생각하면 생각하면 생각 사람들이 되어 그렇게 살아 보다는 어디를 하다면 살아 없다.
Which Security	를 <mark>met</mark> 그리면 1일 등록하다 그는 그런 점하다. 인생물로 전략하면 물로 맞는데 그는데 나는데 보지 그리다면 하는데 말로 하다. 그리면 그리다.
C. ,	Instrument was duly recorded in the records of said county and state.
i nere is r	low due and
and no/100	now, due and owing upon the promissory note aforesaid, the principal sum of Three Hundred Thousand The accrued interest thereon, and the Borrower(s) desire a modification that the terms and conditions be accounted in the records of said country and state. Once the principal sum of
Cu together	0* * * * * * * * * * * * * * * * * * *
together with th	le accrued in * * * * *
the Bank is agree	able accrued interest thereon, and the Borrower(s) desire a modification of the terms and conditions hereinafter stated and not otherwise. Do hereby, agree that the best of the premises and of the premises and of the terms of payment thereof, to which
AE Non-	EREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the promises of the promises and agreements hereinafter contained, the promises and and no 100 acch, plus
NOW THE	REFORE : REFORE :
parties hereto do	EREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the promise agreements hereinafter contained agreements agreement agreement contained agreement agreement contained agreeme
is payable in war	b hereby agree that the balance now due and owing on the promises and agreements hereinafter contained, the contained that the balance now due and owing on the promissory note hereinabove described shall be and contained the contained that the contained the contained that the contained the contained that the contain
Der e (\$_3(20,000 leach, plus interest on the promissory note hereinabove described shall be and fixed instantial payment of principal and interest if not sooner paid, shall be and interest and payment of principal and interest if not sooner paid, shall be and interest and interest if not sooner paid, shall be discontinuously and interest if not sooner paid, shall be discontinuously and interest are falled.
per annum. Abed	fixed in the search of the sea
MECK Matalianentes	interest the state of the state
Raid versease	* * * * * * * * * * * * * * * * * * *
of AMERICAN STORY	the state of the unpaid balance at the rate of B+1.5%* the final payment of principal and interest if not sooner paid, shall be due and payable on the lst day shall, at the option of the Bank or its successors in interest, become immediately due and payable with interest payable monthly heart immediately due and payable with the payable with the manner and a monthly heart ing Rate plus date of the manner and a monthly heart ing Rate plus dated to the manner and a monthly hea
August	g shall, at the option of the Bank or its successors in interest, become immediately due and payable without the manner and on the manner and on the terms and conditions.
Dalance then owin	19 87 If any of interest if not sooner paid to the principal and a second of the sound of the so
notice *Pata	a small, at the option of all or said ins silments of small be due and pour the option of all or said ins silments of said ins said ins said ins silments of said ins sa
each oneder to	be adjusted in the Bank or its successful or either principal or instance payable on the 1st
Security 1	"" Illonitied i Pavan i a the pase i and a
Comply :	it shall be in full a manner and on the tour y Deginning Re Plus 1 509
maniply in the same	manner and torce and effect with all conditions have more 28%18k6the time of
"lade a part of this	and to the same extens.
	agreement.
IN WITNESS	If any of said installments or either principal or interest are not so paid, the entire day shall, at the option of the Bank or its successors in interest, become immediately due and payable on the lst day with interest payable monthly beginning Rate Plus 1.50% 1.986 the time of earning the infull force and effect, with all the terms and conditions herein stated, the said promissory note and agreement. WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal(s) and the Bank has caused these BRICK & TILE COMPANY Secretary
presents to be even	TENEUF, the Borrowerfal I
KLAMATH FATTO	ted on its behalf him over (s) have hereunto see at
. 12/19	WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal(s) and the Bank has caused these BRICK & TILE COMPANY WESTERN S. WESTERN S.
: - Kilifa	COMPANY sepresentative this day and seal(s) and the Bank has and
	was discoursed these
· Saul	Bture of Borrower Secretary
· VALUA I	essificaciones a cue com estado e transporta de comencia de como en como en como estado e como en como en como
Janou Val	President
(Signa	
	Rlamath/Falls
- Mulia al	
- was	Wanter Preside By Branch
State of Oregon	W. Amelkice President By Allife Branch
County of Klamath	valar and a second of the contract of the cont
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Personally appeared the	
President	above named Harola
and Seci	retary, Vice Principle Derrah, R.C. v.
and acknowledged the s	Fresident of Vi Wendt and Richard
2-0 016 10	above named Harold Derrah, R.C. Wendt and Richard W. Smith, the
veci	retary, Vice President of Klamath Brick and Richard W. Smith, the current to be their voluntary act and deed. Before
연락되고 있는 공기가셨다.	retary, Vice President of Klamath Brick and Richard W. Smith, the oregoing instrument to be their voluntary act and deed. Before me:
그 마스클럽게 하다면까요?	P. O. Box 669
그리고 아내가 아니다 다른다	Klamath Pali
RE-2B 5/80	Klamath Falls, OR 97601 Notary Public for Oneshi
	William Public for
	Commission evaluation of the state of the st
	expires 4-27-90 "" " " " " " " " " " " " " " " " " "
THE RESIDENCE OF THE PROPERTY OF THE PARTY O	

PARCEL 1:

Beginning at a point which is West 1330 feet and North 350 feet from the corner common to Sections 19, 20, 29 and 30, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North and parallel to the line between Sections 19 and 20, 480 feet; thence East and parallel to the Section line between Sections 19 and 30, 3322 feet; thence South and parallel to the Section line between Sections 19 and 20, 480 feet; thence West and parallel to the section line between Sections 19 and 30, 3322 feet to the point of beginning being a portion of the SE% of the SE% of Section 19, Township 38 South, Range 9 East of the Willamette Meridian. ALSO,

Beginning at a point which is 89° 30' West a distance of 550 feet from the Southeast corner of Section 19; thence North and parallel to the East line of said Section, 350 feet to a point; thence West 622 feet parallel with South line of Section to a point; thence South 350 feet parallel with East line of Section to a point; thence East 622 feet on South line of Section to place of beginning, all in Section 19, Township 38 South, Range 9 East of the Willamette Meridian,

Lots 1, 2, 3, 8, 9, 10, Block 34, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. ALSO,

Lots 12 and 13 of Block 32; Lots to the City of Klamath Falls, according to the official plat thereof on file in 8 and 11 of Block 33 of BUENA VISTA ADDITION the office of the County Clerk of Klamath County, Oregon. ALSO,

Lots 1, 2, 3, 4 and 10, in Block 33 of BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County

Lots 4 and 5, Block 34, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath

Lots 11 and 12, Block 34, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath

and 9, Block 33, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. ALSO,

Portion of SELSEL of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point 860 feet North of corner common to Sections 19, 20, 29 and 30 in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and 617 feet Westerly and parallel to Section line between Sections 19 and 30, same township and range; thence Northerly and parallel to line between Sections 19 and 20 a distance of 468 feet, more or less, thence Easterly and



PARCEL 1: (continued)

Parallel to line between Sections 19 and 30 a distance of 100 feet, thence Southerly and parallel to Section line between Sections 19 and 20 a distance of 468.5 feet, more or less; thence Westerly and parallel to line between Sections 19 and 30 a distance of 100 feet to the place of beginning, all in Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klemath

A tract of land 230 feet wide being 80 feet wide on the Westerly side and 150 feet wide on the Easterly side of the following described centerline: Beginning at an iron pin which lies North along the Section line a distance of 1907.5 feet and West a distance of 839.55 feet from the iron axle with pinion which marks the Southeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, and running thence; North 10 34, East a distance of 211 feet to an iron pin which is the point of curvature of a 10° curve to the left; thence in a Northwesterly direction following the arc of a 100 curve to the left a distance of 359 feet more or less to an iron pin which lies on the Southerly right of way line of the Pelican City Road, 30! Southerly at right angles from its center line (the long chord of this curve bears North 160 23' West a distance

Beginning at a point which is the center of the SEK of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, or 30 feet Easterly from the Northeast corner of Block 28 of BUENA VISTA ADDITION to the City of Klamath Falls, Oregon; thence North on 16th line between the NEW of the SE4 and the NW4 of the SE4 of Section 19 a distance of 581 feet to a point; thence Easterly and parallel to Section line between Sections 19 and 30 a distance of 726 feet to a point; thence South and parallel to Section line between Sections 19 and 20 a distance of 577 feet to a point; thence Westerly along the 16th line between the NEW of SEW and the SEW of SEW, Section 19, a distance of 726 feet to the place of beginning. ALSO, beginning at a point which is distant 726 feet Easterly from center of the Southeast quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, along the 16th line; thence North and parallel to Section line between Sections 19 and 20 a distance of 577 feet to a point; thence Easterly a distance of 181 feet to a point; thence Southerly and parallel to Section line between Sections 19 and 20 a distance of 575.5 feet to a point; thence Westerly and parallel to Section line between Sections 19 and 30 and along 16th line a distance of 181 feet to a point of beginning. ALSO,

Beginning at a point which is 860 feet Northerly and 817' Westerly from the corner common to Sections 19, 20, 29 and 30, Township 38 South, Range 9 East of the Willamette Meridian; thence Westerly and parallel to Section line between Sections 19 and 30, 150 feet to a point; thence North 277.5 feet to a point; thence East 150 feet to a point; thence South 278 feet to place of beginning, being a portion of the SE4SE4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian. ALSO,

Beginning at a point 860 feet North of corner common to Sections 19, 20, 29 and 30, Township 38 South, Range 9 East of the Willamette Meridian and 817 feet Westerly and parallel to Section line between Sections 19 and 30, same Township and Range; thence Northerly and parallel to line between Sections 19 and 20 a distance of 467 feet, more or less, thence Easterly and parallel to line between Sections 19 and 30 a distance of 100 feet; thence Southerly



PARCEL 1: (continued)

and parallel to Section line between Sections 19 and 20, a distance of 467.5 feet more or less; thence Westerly and parallel to line between Sections 19 and 30 a distance of 100 feet to the place of beginning. ALSO,

Beginning at a point which is 1137.5 feet North and 817 feet West from the corner common to Sections 19, 20, 29 and 30, Township 38 South, Range 9 East of the Willamette Meridian; thence Westerly and parallel to the Section line between Sections 19 and 30, 150 feet; thence South 189 feet; thence East 150 feet; thence North 189 feet to the place of beginning, being a portion of the SEASEA of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. ALSO,

Beginning at a point which is the Southeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, thence Westerly along the Southerly line of Section 19 a distance of 558 feet to a point; thence Northerly and parallel with the Easterly line of Section 19 a distance of 350 feet to a point; thence Easterly and parallel with the Southerly line of Section 19 a distance of 558 feet to a point; thence Southerly along the Easterly line of Section 19 a distance of 350 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

A tract of land situated in the Southeast quarter of the Southeast quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, as follows:

Beginning at a point South 89° 38' West a distance of 10 feet from the Southeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 89° 38' West along Buena Vista Addition 283.53 feet; thence North 311.80 feet; thence East 278.53 feet; thence South 00° 55' 30" East 310.04 feet to the point of beginning, bearings based on Survey of March 8, 1962, as recorded in the Klamath County Surveyor's Office.

PARCEL 2:

Beginning at a point which is West 997½ feet North 350 feet distant from corner common to Sections 19, 20, 29 and 30, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North and parallel with Section line between Section 19 and 20 said Township and Range 480 feet to a point; thence Easterly and parallel with Section line between Section 19 and 20 a distance of 332½ feet to a point; thence Southerly parallel with Section line between Section 19 and 20 a distance of 480 feet; thence Westerly and parallel to Section line between Section 19 and 20 a distance of 332½ feet to the point of beginning, being located in the SE½SE¼ of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Rus.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of	the 24th do
Normal and the second s	the <u>24th</u> day and duly recorded in Vol. <u>M86</u>
of <u>Mortgages</u> on Page	21661 - 1000
Evelyn Blahn	County Clark
FEE \$17.00	County Clerk