

70653

AFTER RECORDING RETURN TO:

Orbanco Real Estate Services Co.
Attention: Commercial Closing Dept.
P. O. Box 4049
Portland, Oregon 97208

Vol. 1487 Page 1079

Loan No. 46267

MTC-17287
NOTE AND MORTGAGE MODIFICATION

Reference is made to a Real Estate Installment Note dated July 20, 1978, for \$122,300.00, STH, INC., AN OREGON CORPORATION, Maker, and THE OREGON BANK, an Oregon Corporation, Payee, secured by a Mortgage dated July 20, 1978, recorded July 21, 1978, in Volume M78, Page 15800, Mortgage Records, Klamath County, Oregon, to secure that Note, an Assignment of Lease dated July 20, 1978, recorded July 21, 1978, in Volume 78 Page 15804 Mortgage Records, Klamath County, Oregon, ("Security Documents").

THE OREGON BANK is the holder of the Note and the mortgagee and secured party under said Mortgage and Assignment of Lease duly executed and recorded.

ROBERT C. ROBERTSON AND LLOYD Y. THOMPSON propose to become the owners of the fee simple interest in the property described in the Security Documents.

ROBERT C. ROBERTSON AND LLOYD Y. THOMPSON herewith re-affirm all of the terms of the Security Documents, and for said purposes do hereby grant, convey, mortgage and warrant unto THE OREGON BANK, the lands, premises and properties situated in the County of Klamath, State of Oregon and, as described in said Security Documents.

The said ROBERT C. ROBERTSON AND LLOYD Y. THOMPSON herewith set over and assign unto THE OREGON BANK all of the rents, leases, issues and profits in respect to the said described real property under the same terms and conditions as described in the said Security Documents.

ROBERT C. ROBERTSON AND LLOYD Y. THOMPSON herewith promise to pay to the order of THE OREGON BANK through Orbanco Real Estate Services Co., 1001 S. W. Fifth Avenue, P. O. Box 3649, Portland, Oregon 97208, the existing principal balance due under the terms of said Note in the sum of \$98,212.73, together with interest thereon at the rate of 10.5% per annum. The monthly installments of principal and interest shall remain at exactly \$1,221.78.

ROBERT C. ROBERTSON AND LLOYD Y. THOMPSON shall pay forthwith all closing costs in connection with this modification and related closing documents.

This instrument is intended as a modification of the Real Estate Installment Note and the Mortgage, and the same will remain in full force and effect according to the terms thereof excepting only as herein modified.

All parties hereto agree that on any subsequent assumptions, contracts of sale, transfers, sales, or conveyances, THE OREGON BANK reserves the right to approve such sale, impose a service charge and increase the interest rate on the underlying Mortgage.

Said Mortgage provides that the same Note or Notes, together with all amendments and addendums thereto, have a final maturity date of August 1, 1993, and that the said ROBERT C. ROBERTSON AND LLOYD Y. THOMPSON agree to comply with each and every term and condition provided in the Security Documents and to cause any purchaser or other party in possession of said premises to comply therewith.

DEMAND, NOTICE OF PRESENTMENT, AND NOTICE OF DISHONOR WAIVED. PAYMENT GUARANTEED.

27 JAN 21 PM 4 07

STATE OF OREGON

County of Jackson

) ss.

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BE IT REMEMBERED, That on this 16 day of January, 1987, before me appeared, a Notary Public in and for said County and State, personally appeared the within named ROBERT C. ROBERTSON AND LLOYD Y. THOMPSON known to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Sileen J. Budreau
Notary Public for Oregon.
My Commission expires: 12/21/90

STATE OF OREGON

COUNTY OF Jackson

) ss.

BE IT REMEMBERED, That on this 19 day of January, 1987, before me appeared, a Notary Public in and for said County and State, personally appeared the within named NETTIE J. SCHATZ, GERALD A. SCHATZ AND *JOHN A. HARPER known to be the identical individuals described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Gerald A. Schatz, as Attorney
in Fact for John A. Harper

Sileen J. Budreau
Notary Public for Oregon.
My Commission expires: 12/21/90

STATE OF OREGON

COUNTY OF Jackson

) ss.

On this 19 day of January, 1987, before me appeared GERALD A. SCHATZ AND *JOHN A. HARPER, to me personally known, who being duly sworn, did say that they, the said are PRESIDENT AND VICE PRESIDENT of STH. INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and GERALD A. SCHATZ AND JOHN A. HARPER acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Gerald A. Schatz, As Attorney
in Fact for John A. Harper

Sileen J. Budreau
Notary Public for Oregon
My Commission expires: 12/21/90

STATE OF OREGON

COUNTY OF Multnomah

) ss.

On this 18th day of December, 1986, before me appeared JOANNE ECONOMAKI to me personally known, who being duly sworn, did say that (s)he, the said Authorized Representative of THE OREGON BANK the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and JOANNE ECONOMAKI acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Ann Eldredge
Notary Public for Oregon
My Commission expires: 9-15-89

NOTICE TO BORROWER

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DO NOT SIGN THIS NOTE MODIFICATION BEFORE READING IT. THE ORIGINAL LOAN PROVIDES FOR THE PAYMENT OF A PENALTY IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT IN THE LOAN AGREEMENT.

DATED this 16th day of Jan. 1987

SELLER:

STH, INC., AN OREGON CORPORATION

BY: Gerald A. Schatz
GERALD A. SCHATZ, PRESIDENT

BY: John A. Harper
JOHN A. HARPER, VICE PRESIDENT

LENDER:

THE OREGON BANK, an Oregon Corporation

By: Joanna Economaki
Joanna Economaki

PURCHASER:

Robert C. Robertson
ROBERT C. ROBERTSON

Lloyd Y. Thompson
LLOYD Y. THOMPSON

The undersigned, Nettie J. Schatz, Gerald A. Schatz and John A. Harper, as guarantors, hereby acknowledge that they have received a copy of the Note and Mortgage Modification and understand the terms as stated herein.

Acknowledged and accepted this 19 day of 1/, 1987.

Nettie J. Schatz
NETTIE J. SCHATZ

Gerald A. Schatz
GERALD A. SCHATZ

John A. Harper
JOHN A. HARPER

by Gerald A. Schatz
attorney in fact

(ACKNOWLEDGMENT ATTACHED)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 21st day of January A.D., 19 87 at 4:07 o'clock P M., and duly recorded in Vol. M87 of _____ Mortgage on Page 1079.

FEE \$13.00

Evelyn Biehn, County Clerk
By Ann Smith