

72108

MODIFICATION OF NOTE AND MORTGAGE

THIS AGREEMENT, made and entered into this 5th day of MarchVol. M87 Page 3718, 19 87, by and betweenSycan River Ranch Partnership

hereinafter called the "Mortgagors" and FIRST INTERSTATE BANK OF CALIFORNIA, hereinafter called the "Mortgagee".

WITNESSETH:

On or about the 24th day of June, 19 85, the Mortgagors did make, execute and deliver to the Mortgagee theircertain promissory note, (or, in the case of assumptions, their assumption agreement) in the sum of \$ 451,862.00 with interest thereonFirst Interstate Bank Prime Rate Plus 1.2500% at the rate of _____ % per annum, payable in consecutive monthly installments of \$ N/A principal and interest, withthe final installment of the indebtedness, if not sooner paid, due and payable on November 1, 1985.For the purpose of securing the payment of said promissory note the Mortgagors, or their predecessors in interest did make, execute and deliver to the Mortgagee their certain indenture of mortgage, bearing date of June 24, 1985, on and covering the following described real property,situate in the County of Klamath, State of Oregon, to-wit:

See attached legal description marked "Exhibit I".

which mortgage was duly recorded in the Records of Mortgages of said county and state, July 1, 1985, No. 85, Page 10131.There is now due and owing upon the promissory note and mortgage the principal sum of Four Hundred Thirty-Two Thousand Five Hundred Eighty-Two and 51/100 (\$ 432,582.51) DOLLARS,

Together with accrued interest thereon, and the Mortgagors desire a modification of the terms of the payment thereof, to which the Mortgagee is agreeable on the terms and conditions hereinafter stated and not otherwise.

NOW, THEREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, Mortgagors and Mortgagee agree that the balance now due and owing on the promissory note and mortgage described above shall be and is payable on demand or if no demand is made, then on December 31, 1987(\$ _____) DOLLARS each, monthly interest on the unpaid balance at the rate of FICAL prime rate plus 1.500% % per annum, whichinstallment includes credit life and disability insurance premiums ("Insurance Premiums"), if any. The first installment shall be and is payable on the 1stday of April, 1987, and a like installment shall be paid on the 1st day of each month thereafter until the principal

and interest and any Insurance Premiums are fully paid, except that the final payment of principal and interest and any Insurance Premiums if not sooner paid,

shall be due and payable on the 31st day of December, 19 87. If any of said installments of either principal or interest

or any Insurance Premiums are not so paid, the whole sum of principal, interest and any Insurance Premiums shall become immediately due and payable without notice, at the option of the Mortgagee, its successors or assigns. The principal may be prepaid in whole or in part on any installment date subject to payment

of a prepayment premium of None percent during the first five years from the date hereof of that portion, if any, of the sum prepaid in any oneloan year in excess of N/A percent of principal amount now owing on said note as referred to above. Said yearly prepayment privilege without premium shall not be cumulative. Any prepayment of principal shall be applied to the payment of the most remote unpaid installments.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, the said promissory note and mortgage shall be and remain in full force and effect, with all the terms and conditions of which the Mortgagors do agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement.

NOTICE TO BORROWER. DO NOT SIGN THIS LOAN AGREEMENT BEFORE YOU READ IT. THIS LOAN AGREEMENT 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.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals and the Mortgagee has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

SYCAN RIVER RANCH PARTNERSHIPBY: William J. Pendola, Jr.
N-137 7-82 William J. Pendola, Jr.
Managing Partner

FIRST INTERSTATE BANK OF CALIFORNIA

BY: Robert A. Elmore
Vice President and Assistant Manager

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INDIVIDUAL ACKNOWLEDGMENT

3719

STATE OF OREGON

) ss:

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____

Notary Public in and for the State of Oregon
My commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

) ss:

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____

of _____

a (n) _____ corporation, on behalf of the corporation.

Notary Public in and for the State of Oregon
My commission expires:

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ~~OREGON~~ CALIFORNIA

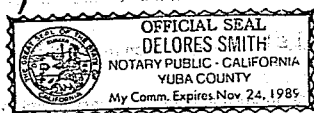
) ss:

COUNTY OF YUBA

The foregoing instrument was acknowledged before me this 5th day of March, 1987.

by William J. Pendola, Jr. and Margaret R. Pendola, Partners

on behalf of Sycan River Ranch, a partnership.



Delores Smith
Notary Public in and for the State of Oregon Calif
My commission expires:

BANK ACKNOWLEDGMENT

STATE OF OREGON

) ss:

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____
of FIRST INTERSTATE BANK OF OREGON, N.A., on behalf of the association.

Notary Public in and for the State of Oregon
My commission expires:

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 27, Township 35 South, Range 12 East of the Willamette Meridian

PARCEL 2:

Township 35 South, Range 12 East of the Willamette Meridian:

Section 14: E $\frac{1}{2}$ NW $\frac{1}{4}$

Section 21: S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; lying East of the center of the main channel of the Sycan River.

Section 22: All

Section 23: W $\frac{1}{2}$ W $\frac{1}{2}$ and all that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ lying Westerly of the Westerly right of way line of Indian Service Road S-65.

Section 26: W $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 27: W $\frac{1}{2}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 28: N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 35: N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; SAVINGS AND EXCEPTING a tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35 Township 35 S., R. 12

E.W.M., more particularly described as follows: Beginning at a 5/8 inch iron pin on the Northerly line of the Godowa Springs Road, said point being North 11°02'24" East a distance of 4422.31 feet from the iron bolt marking the Southwest corner of said Section 35; thence North 58°08' East along the Northerly line of said road a distance of 225.0 feet to a 5/8 inch iron pin; thence North a distance of 104.00 feet to a 5/8 inch iron pin in a fence line; thence South 82°18' West along said fence line a distance of 192.83 feet to a 5/8 inch iron pin; thence South a distance of 196.95 feet, more or less, to the point of beginning, containing 0.66 acres, more or less. The bearings of the above described tract of land are based on the survey maps by Smith & Westvold, Engineering & Surveying, as recorded in the office of the Klamath County Surveyor on February 27, 1961, and September 19, 1962.

SMR P.
WMP

Ref:
First Interstate Bank
of California
Box 1151
Marysville, CA 95902

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of March of March A.D., 19 87 at 2:17 o'clock P M., and duly recorded in Vol. M87 the 9th day of March on Page 3718

FEE \$13.00

Evelyn Biehn, County Clerk

By *[Signature]*