72108			
THIS AGREEMENT; made and entered into this <u>5th/2004</u> of 2000 A March	Vol. M87	_Page_	3718
Sycan River Ranch Partnership		19 <u>87</u> , by a	and between
hereinafter called the "Mortgagors" and FIRST INTERSTATE BANK OF BILLSON NOT ALL FORM TO THE STATE SANK OF BILLSON AND AND AND AND AND AND AND AND AND AN	WARK X KX MARROOK	Bents of Dreson	Xacrusticeat
WITNESSETH:	ndar ver 1. – Kolek		:
On or about the <u>24th</u> day of <u>June</u> , 19 <u>85</u> , the Mortgagors certain promissory note, (or, in the case of assumption to be a supervised by the second	did make, execute and de	eliver to the Mor	tgagee their
certain promissory note, (or, in the case of assumptions, their assumption agreement) in the sum of \$ 451 First Interstate Bank Prime Rate Plus 1.25008 at the rate of% per annum, payable in consecutive monthly installments of \$N,		principal and in	
the final installment of the indebtedness, if not sooner paid; due and payable on November 1,	<u>1985</u> .		
For the purpose of securing the payment of said promissory note the Mortgagors, or their predecess Mortgagee their certain indenture of mortgage begring date of	sors in interest did make	, execute and de	liver to the
Mortgagee their certain indenture of mortgage, bearing date ofJune_24, 1985, on presituate in the County ofKlamath, State of Oregon, to-wit:	and covering the followi	ng described rea	l property,
See attached legal-description-marked "Exhibit I".	tangen se selven joern Se		
	and the second	··· · ·	
Incidence to the field no incidence of the second of Mortgages of said county and state,	100E	N- 95 T)aga 101
There is now due and owing upon the promissory note and mortgage the principal sum of _Four	Hundred Thir	- ∀- Two ም1	housan
Five Hundred Eighty-Two and 51/100	- (\$ 432,582.5	L	OLLARS,
Together with accrued interest thereon, and the Mortgagors desire a modification of the terms of the paym	nent thereof, to which t	ne 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	r contained, Mortgagors	and Mortgagee a	gree that
the balance now due and owing on the promissory note and mortgage described above shall be and is payable in	RECEIVANER	<u>on dema</u>	nd
or if no demand is made, then on December 31, 1987	<u> </u>		C.
(\$) DOLLARS each, <u>Monthly</u> interest on the unpaid balance at the re	prime rate p	lus 1.50 % per annum	08 n, which
installment includes credit life and disability insurance premiums ("Insurance Premiums"), if any. The first insta	liment shall be and is pay	vable on the	<u>lst</u>
day ofApril	day of each month then	eafter until the p	principal
and interest and any Insurance Premiums are fully paid, except that the final payment of principal and interest	t and any insurance Prem	iums if not con-	
shall be due and payable on the			rei paru,
or any Insurance Premiums are not so paid, the whole sum of principal, interest and any Insurance Premiums sha notice, at the option of the Mortgagee, its successors or assigns. The principal may be prepaid in whole or in			
of a prepayment premium of <u>NONE</u> percent during the first five years from the date hereof of the	at portion, if any, of the	sum prepaid in a	my one
loan year in excess of N/A percent of principal amount now owing on said note as referred to a premium shall not be cumulative. Any prepayment of principal shall be applied to the payment of the most remo	The second se	ment privilege v	vithout
Except as herein modified in the manner and on the terms and conditions hereinabove stated, the said pro- in full force and effect, with all the terms and conditions of which the Mortgagors do agree to comply in the sam provisions thereof were in all respects incorporated herein and made a part of this agreement.		age shall be and i be extent as thou	remain Igh the
NOTICE TO BORROWER. DO NOT SIGN THIS LOAN AGREEMENT BEFORE YOU I PROVIDES FOR THE PAYMENT OF A PENALTY IF YOU WISH TO REPAY THE LOAN PERAL PAYMENT IN THE LOAN AGREEMENT.			
IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals and the Mortgagee has behalf by its duly authorized representative this day and year first hereinabove written.			
SYCAN RIVER DANCH DADWARD SHEE		À	
: Milliam Denderfor T Margard P	OF OFFICE BIX DAX (ALIFORN	IA
N-137 7-82 William J. Pendolar Jr. Under Robert A. Eli Managing Partner Vice Presider	nore nt and Assist		

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TE OF OREGON)			
INTY OF CONTRACTOR CONTRACTOR)ss: ()/	and grategic and the second	and an an tao an tao an Tao amin'	n - Sun A Superior da
The foregoing instrument was acknowledged	before me this	day of		_ , 19
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a ALLEO DALLA	الم			
TATE OF OBESON CALIFORNIA)ss: 			, 19 <u>8 7</u>
The foregoing instrument was acknowledge)ss:) ged before me this_	<u>57</u> day of	March R. Pendo	
The foregoing instrument was acknowledge)ss: ged before me this, a		March	
The foregoing instrument was acknowledge by <u>William J. Penulola</u> , Jr. on behalf of <u>Sycan River Ranc</u>)ss: ged before me this, a	<u>57</u> day of	March R. Pendo mith	la, Part
The foregoing instrument was acknowledge by <u>William J. Pendola</u> , <u>Jr.</u> on behalf of <u>Spcan River Rane</u> DELORES SMITH)ss: ged before me this, a	<u>5</u> ^{TL} day of nd <u>Maygaret</u> <u>Notary Public in and for the Sta</u> My commission expires:	March R. Pendo mith mith	la, Part
The foregoing instrument was acknowledge The foregoing instrument was acknowledge Multinam J. Penulola, Jr. Dr. William J. Penulola, Jr. Decomposition of Sycan River Rance OFFICIAL SEAL DELORES SMITH NOTARY PUBLIC. CALIFORNIA YUBA COUNTY My Comm. Expires Nov 24. 1985)ss: ged before me this , , , , , , , , , , , , ,	5 th day of nd <u>Margaret</u> <u>Notary Public in and for the Sta</u> My commission expires:	March R. Pendo mith mith	la, Part
The foregoing instrument was acknowledge w <u>William J. Perulola</u> , <u>Jr.</u> on behalf of <u>SyCan River Rane</u> DETURES SMITH NOTARY PUBLIC - CALIFORNIA YUBA COUNTY My Comm. Expires Nov 24, 1985)ss: ged before me this 	5 th day of nd_ <u>Margaret</u> Notary Public in and for the Sta My commission expires:	March R. Pendo mith te of Oregon Caeij	la, Part
The foregoing instrument was acknowledge Multiliam J. Penulola, Jr. Multiliam J. Penulola, Jr. Multiliam J. Penulola, Jr. OFFICIAL SEAL DELORES SMITH NOTARY PUBLIC - CALIFORNIA VUBA COUNTY My Comm. Expires Nov 24, 1985)ss:) ged before me this_ , a , , , , , , , , , , , , , , , , , ,	5 th day of nd <u>Margaret</u> Notary Public in and for the Sta My commission expires:	March R. Pendo mith ne of Oregon Caeig	la, Part
OUNTY OF YUBA The foregoing instrument was acknowledge Multiliam J. Penulola, Jr. Difficial SEAL OFFICIAL S)ss:) ged before me this_ , a A, BANK ACKNO	5 th day of nd <u>Margaret</u> Notary Public In and for the Sta My commission expires:	March R. Pendo mith ne of Oreson Caeig	la, Part
OUNTY OF YOBA The foregoing instrument was acknowledge Market Market M)ss:) ged before me this_ , a A, BANK ACKNOV	5 th day of nd <u>Margaret</u> <u>Dutuc</u> Nofary Public in and for the Sta My commission expires:	March R. Pendo mith ne of Oreson Caeig	la, Part
OUNTY OF YUBA The foregoing instrument was acknowledge W William J. Pendola, Jr. on behalf of Sycan River Rane OFFICIAL SEAL OFFICIAL SEAL DELORES SMITH NOTARY PUBLIC CALIFORNIA YUBA COUNTY My Comm. Expires Nov 24, 1985 TATE OF OREGON COUNTY OF)ss:) ged before me this	5 th day of nd Notary Public in and for the Sta My commission expires: WLEDGMENT.	March R. Pendo mith the of Oregon Caeij	la, Part
OUNTY OF YOBA The foregoing instrument was acknowledge Multinam J. Penulola, Jr. DELORES SMITH NOTARY PUBLIC CALIFORNIA VUBA COUNTY NY Comm. Expires NOV 24, 1985 TATE OF OREGON COUNTY OF)ss:) ged before me this_ , a A, BANK ACKNOV) SS:) SS:)	5 th day of nd <u>Margaret</u> Notary Public in and for the Sta My commission expires: WLEDGMENT	March R. Pendo mith the of Oregon Caeij	la, Part
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OUNTY OF YUBA The foregoing instrument was acknowledge W William J. Pendola, Jr. In behalf of Span River Range OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL DELORES SMITH NOTARY PUBLIC CALIFORNIA YUBA COUNTY My Comm. Epires Nov 24. 1985 STATE OF OREGON COUNTY OF COUNTY OF The foregoing instrument was acknowledge by of FIRST INTERSTATE BANK OF OREGON, N.A. THE STATE BANK OF OREGON, N.A.)ss:) ged before me this , a 6 , BANK ACKNO))ss:)ss:)ss:)ss: A., on behalf of the	5 th day of nd Notary Public in and for the Sta My commission expires: MLEDGMENT. day of association.	March R. Pendo mith te of Oregon Caey	la, Pari
OUNTY OF YUBA The foregoing instrument was acknowledge Multiliam J. Penulola, Jr. Deputy of Sycan River Rane OFFICIAL SEAL DELORES SMITH NOTARY PUBLIC - CALFORNIA YUBA COUNTY My Comm. Expires Nov 24, 1985 STATE OF OREGON COUNTY OF The foregoing instrument was acknowledge by of FIRST INTERSTATE BANK OF OREGON, N.4)ss:) ged before me this , a 6 , BANK ACKNO))ss:)ss:)ss:)ss: A., on behalf of the	5 th day of nd_ <u>Margaret</u> <u>Notary Public in and for the Sta</u> My commission expires: <u>WLEDGMENT</u> day of association.	March R. Pendo mith te of Oregon Caey	la, Pari
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EXHIBIT 'I'

The following described real property situate in Klamath

PARCEL 1:

SELNEL Section 27, Township 35 South, Range 12 East of the Willamette Meridian

PARCEL 2:

Section 14: Section 21:

Township 35 South, Range 12 East of the Willamette Meridian: S ±N ±NE ±; S ±NE ±; SE ±; SE ± NW ±; SE ± SW ±; NE ± SW ±; lying East of the center of the main channel of the Sycan River. Section 22: Section 23: A11

Section 26: Section 27: Section 28: Section 35:

 $W_{2}^{1}W_{2}^{1}$ and all that portion of the NW4NE4 and EZNWŁ lying Westerly of the Westerly right of way line of Indian Service Road S-65. W¹₂, N¹₂NE¹₂, N¹₂SE¹₂; SW¹₂SE¹₂; E¹₂SE¹₂SE¹₂; SW¹₂SE¹₂; E¹₂SE¹₂SE¹₂SE¹₂

NHNWHNWH; NHSHNWHNWH; SAVINGS AND EXCEPTING a tract of land situated in the NW1NW1 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 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; of 192.83 feet to a 5/8 inch iron pin; thence South a 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 as recorded in the office of the Klamath County Surveyor on February 27, 1961, and September 19, 1962.

First Interstate Bank of California Box 1151 Marysville, CA 95902

day

STATE OF OREGON: COUNTY OF KLAMATH: 55. Filed for record at request of March A.D., 19 87 at ____ 2:17 o'clock P M., and duly recorded in Vol. M87 of Mortgages FEE \$13.00 Evelyn Biehn, County Clerk By