MORTGACE REAMORTEZATION AGREEMENT

_____, 19<u>_88___</u>, between

THIS AGREENENT, Made this 2rd day of February

Darrell A. Micks and Phyllis M. Micks, husband and wife

hereinafter designated as Mortgagors, and The Federal Land Bank of Spokane, a corporation organized and existing under the Farm Credit Act of 1971, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, hereinafter designated as Mortgagee. WITNESSETH:

Chan No. 180068-9

THAT, WHEREAS, By mortgage recorded as instrument No.__73839_ in Book M79 of Mortgages, County, State of __Oregon___

Mortgagurs, or their predecessors in interest, mortgaged to The Federal Land Bank of Spokane, a corporation, the real property described therein, reference to which mortgage as so recorded is hereby made for the terms thereof, and the description of said property; and Notary Public in and for the State of All Region

WHEPEAS. There is owing Mortgagee upon the debi secured by said mortgage the aggregate sum of

\$ 127.220.87 as of <u>January 1</u>, 19<u>88</u>, being the date as of which this agreement is effective; and proceeding the process and process and process of which this agreement is WHEREAS. The Mortgagors desire that the said indebtedness be reamortized; 1 2001ed 112 2001 32

NOW, THEREFORE, In consideration of the premises and the mutual promises of the parties hereto it is agreed in the That the said total sum now owing under said mortgage, as hereinabove set forth, with interest from the date as of which this agreement is effective at the rate of 12.25% per annum on an amortization plan, shall bepaid as follows:

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annually thereafter, the aggregate sum shall be payable in <u>34</u> installments of principal and interest of Fifteen Thousand Eight Hundred Sixty-two and 44/100each, the first installment being payable on the first day of January ----- DOLLARS being payable on each succeeding interest payment date to and including the first day of ______ January, 2022____ ____, 1989_____, and an installment and a final installment of the balance unpaid on the first day of ______ January, 2023 this debt shall be matured sooner by extra payments. . unless

The Mortgagee may, from time to time, establish a higher or lower rate of interest which shall then apply to the unmatured balance of the debt evidenced hereby and shall remain in effect until a different rate is established. Such different rates shall be established in accordance with the provisions of the Farm Credit Act of 1971 and the regulations of the Farm Credit Administration as then existing.

The non-payment when due of any sum, principal or interest, shall cause the assessment of default interest and, if provided in the original mortgage, late charges. The default rate after the effective date hereof is the interest rate from time to time in effect for this loan, plus two percent per annum. If applicable, the late charge after the effective date hereof is five percent of the installment. After acceleration of the secured obligations, the entire amount due and payable shall thereafter bear interest until paid at the default rate which was in effect at the time of 2 sandra Ritchard

Any Mortgagor hereof may at any time pay any amount of principal hereon in advance of its maturity. Unless Automed Alenc the Mortgagee otherwise elects, any such payment shall operate to reduce the balance owing and to discharge the debt evidenced hereby at an earlier date, but shall not alter the obligation to pay full installments periodically as above provided until the debt is paid in full. THE REDERAL DAND BANK OF SPOKANE

In consideration of the change in terms of payment herein provided, Mortgagors hereby covenant and agree to pay the said aggregate amount unpaid under the terms of said note and mortgage, with interest at the rates specified herein, at the times and in the amounts as above set forth, it being expressly agreed that if Mortgagors were not heretofore personally liable under said note and mortgage they hereby assume and agree to pay the debt owing thereunder, and to perform each of the other agreements therein named.

The said mortgage and the lien thereof (except as to any property heretofore released therefrom of record) and the note secured thereby, as the times for payment are hereby changed, are continued in full force and effect in each of the covenants and agreements therein contained; and mortgagee may at its option declare the entire indebtedness due and payable upon default in the payment of any of the sums secured, when due as so specified, or for any other cause for acceleration of maturity specified in said mortgage.

Mortgagee hereby expressly reserves all rights against sureties, guarantors and all parties liable for the payment of said indebtedness, and any persons who may have any interest in or lien upon any or all of the property so mortgaged, who do not consent hereto, and the right of itself and of all such parties to maintain any action on the original note and mortgage necessary to preserve such rights. All rights of any one against whom rights are

herein reserved may be enforced as if this agreement had not been made. The Mortgagors and all other persons hereafter becoming liable for the payment of the above debt consent to C OSE AUT AGEL THEE SDOLG all indulgences, extensions, renewals and reamortizations granted or permitted by the Mortgagee.

ioThis agreement is for the benefit of and binding upon the heirs, representatives, successors and assigns of all

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