

d. Landlord upon receipt of rent and interest, if any.

THIS FIRST AMENDMENT TO ADDENDUM entered into as of May 31, 1988 between NED V. GOECKEN and ELLEN G. GOECKEN, hereinafter referred to as "Landlord", and MERLE WOODLEY and ESTATE OF MARY R. WOODLEY, hereinafter referred to as "Tenant".

In March of 1979 Landlord and Tenant entered into a lease for the property known as the Rush Ranch at Merrill-Malin Highway and Harpold Road. Said lease will hereafter be referred to as "the Lease". Said lease for crop year 1988-89 was to be returned for This lease was extended and modified by an addendum dated "September 26, 1985". This addendum has been in force since that date and Landlord and Tenant wish to modify it for the crop year 1988-1989 as follows: base tax year.

1. RENT.

a. The rent for the crop year 1988-89 shall be 15200⁰⁰ lawful money of the United States paid by Tenant without deduction or offset at a place designated by Landlord. Rent is due May 25, 1988 and delinquent May 31, 1988.

b. It is mutually agreed that Tenant shall, within 10 days after delinquency, supply documentation at his own cost to the Landlord that no liens or encumbrances exist or are present on the crops on the leased premises for the 1988-89 crop year that may impair the Landlord's right to a first lien on the 1988-89 growing crop. This documentation shall be on a form provided by the Klamath Falls Title Insurance Company indicating that no FCC filings exist with the Secretary of State of the State of Oregon and no liens are recorded with the Klamath County Records Office or any other agency.

c. Tenant shall supply recorded documents securing Landlord's interest in the 1988-89 crops in an amount not to exceed the rent due (), together with interest at the rate of per annum. Interest will accrue only if rent is delinquent.

Return to: Ned V. Goecken, D.V.M.
Rt. 1, Box 1239
Orland, Ca. 95963

d. Landlord upon receipt of rent and interest, if any, will execute a release of monies in excess of the rent and accumulated interest.

2. UTILITIES AND WATER.

a. Tenant agrees during 1988-89 crop year to pay all charges for electricity, both standby charges and power used for pumping water, gas, heat, light, phone and other utility services which may be used on the premises by Tenant.

b. Landlord for crop year 1988-89 will not be reimbursed for assessments for KID in excess of \$2,102.09.

3. TAXES.

Landlord for crop year 1988-89 will not be reimbursed taxes in excess of 1981-82 base tax year.

4. ASSIGNMENTS.

Landlord agrees for the crop year 1988-89 Tenant may sublet premises to Woodley Farms (Rick Woodley and Randy Woodley).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Ned V. Goecken
Ned V. Goecken

Merle Woodley
Merle Woodley

Ellen G. Goecken
Ellen G. Goecken

LANDLORD

Mary R. Woodley by M.R.
Estate of Mary R. Woodley

Rick Woodley
Rick Woodley

Randy Woodley
Randy Woodley

TENANT

All that real property in the County of Klamath, State of Oregon described as follows:

All of Government Lots 3, 4 and 7 and that portion of Government Lots 8 and 9 lying Northeast of the North right of way line of the The Dalles- California Highway as now located and constructed in Section 18 Township 41 South, Range 12 East, Willamette Meridian.

Also, Lot 11 and that portion of Lot 5 lying South of a line parallel to and distant 92 feet Northerly from the North line of Said Lot 11, all in Section 18 Township 41 South of Range 12 East, Willamette Meridian.

Also Farm Unit "B" also described as Lots 6 and 10 of Section 18 Township 41 South of Range 12 East, Willamette Meridian.

EXHIBIT A

10550

NED V. GOECKEN, D. V. M.
RT. 1, BOX 1239
ORLAND, CALIFORNIA 95963
TELEPHONE (916) 865-9029

June 30, 1988

AMENDMENT MODIFICATION, EXHIBIT B

With the exclusions of Paragraphs b., c., and d. of this Amendment to Addendum dated May 31, 1988, Landlord's acceptance is contingent upon agreement by Tenant to the payment schedule submitted by Landlord incorporating a major payment of one-half or more of the rent due prior to July 1, 1988, an additional payment of one-half or more of the remaining balance due August 1, 1988, and a final payment of the remaining balance of rent together with interest at 12% interest per annum on September 1, 1988.

Landlord acknowledges receipt of partial payment in the amount of \$9,500.00 on June 22, 1988, satisfying the major payment as called for in the above paragraph.

Rent due	\$15,200.00
Payment on account 6/22/88	<u>-9,500.00</u>
REMAINING BALANCE	\$ 5,700.00

Interest accrued on \$9,500.00 @ 12% per annum 6/1/88-6/22/88 \$69.66

Ned V. Goecken
Ned V. Goecken

Ellen G. Goecken
Ellen G. Goecken
LANDLORD

Merle Woodley
Merle Woodley
Mary R. Woodley (deceased)
Estate of Mary R. Woodley
Rich Woodley
Rich Woodley
Randy Woodley
Randy Woodley
TENANT

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Goecken Farms
of July A.D., 19 88 at 11:50 o'clock A.M., and duly recorded in Vol. M88
of Deeds on Page 10547
Evelyn Biehn
By Pauline Muller County Clerk

FEE \$23.00