

37747

MODIFICATION OF MORTGAGE OR TRUST DEED

Vol. 91 Page 24561

THIS AGREEMENT, made and entered into this 31st day of October, 1991, by and between
Gary L. Wendell and Merry Anne Wendell

hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank":

WITNESSETH: On or about the 3rd day of September, 1986, the Borrower(s) (or the original maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Bank that certain promissory note in the sum of \$ 450,000.00 payable in monthly installments with interest at the rate of 8.5 % per annum. For the purpose of securing the payment of said promissory note, the Borrower(s) (or the original maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Bank their certain Mortgage or Trust Deed, hereinafter called a "Security Instrument" bearing date of September 4, 1986, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

See Exhibit "A"

which Security Instrument was duly recorded in the records of said county and state.

There is now due and owing upon the promissory note aforesaid, the principal sum of FOUR HUNDRED AND ONE THOUSAND THREE HUNDRED NINETY EIGHT AND 29/100***** DOLLARS (\$ 401,398.29).
 together with the accrued interest thereon, and the Borrower(s) desire a modification of the terms of payment thereof, to which the Bank 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, the parties hereto do hereby agree that the balance now due and owing on the promissory note hereinabove described shall be and is payable in ~~monthly installments of~~ one principal and interest payment, due December 15, 1991, DOLLARS (\$) each, interest on the unpaid balance at the rate of 9.00 % per annum. The first installment shall be and is payable on the 15th day of December, 1991, and a like installment shall be and is payable on the day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 15th day of December, 1991. If any of said installments or either principal or interest are not so paid, the entire balance then owing shall, at the option of the Bank or its successors in interest, become immediately due and payable without notice.

Except as herein modified in the manner and on the terms and conditions herein stated, the said promissory note and Security Instrument shall be in full force and effect, with all the terms and conditions of which the Borrower(s) 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.

IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal(s) and the Bank has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Gary L. Wendell
 Signature of Borrower

See Marital Settlement Agreement
 Signature of Borrower

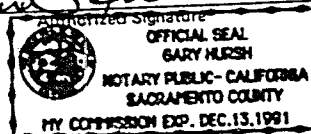
WESTERN BANK

Klamath Falls

Branch

By

Stephen J. Fulton



State of CALIFORNIA } SS:

County of SACRAMENTO

Personally appeared the above named GARY L. WENDELL

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Gary Hersh
 Notary Public for SACRAMENTO COUNTY CALIFORNIA
 My commission expires 12-13-91

Exhibit A

PARCEL 1:

The North 250 feet of the West 210 feet of Lot 1 in Block 6 of Tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

A tract of land situated in Tract 49, Enterprise Tracts, a duly recorded subdivision, also being in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 4, Township 39 S., R. 9 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block 6, Tract 1080, Washburn Park, a duly recorded subdivision, said point being S. 47°30'05" W. 692.61 feet from the East $\frac{1}{4}$ corner of said Section 4; thence N. 89°55'10" W. 26.85 feet; thence S. 00°04'50" W. 50.00 feet; thence along the arc of a curve to the left (central angle = 21°06'45" and radius = 170.00 feet) 62.64 feet; thence along the arc of a curve to the right (central angle = 21°06'45" and radius = 230.00 feet) 64.75 feet to a point on the West line of said Lot 1, Block 6; thence N. 00°04'50" E. 194.08 feet to the point of beginning, containing 3446 square feet, with bearings based on said Tract 1080, Washburn Park.

X

X

Return: Western Bank
Box 669
Klamath Falls, Or. 97601

24563

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): WOODRUFF, O'HAIR & POSNER, INC. Attorneys at Law ROBERT J. O'HAIR, ESQ. (916) 920-0211 2251 Fair Oaks Blvd., Sacramento, CA 95825		TELEPHONE NO.	FOR COURT USE ONLY FILED JUL 28 1988 JOYCE RUSSELL SMITH, CLERK By <i>Bi Benes</i> DEPUTY
ATTORNEY FOR (Name): <u>Gary L. Wendell</u>			
STREET ADDRESS: MAILING ADDRESS: 720 Ninth Street CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME:			
MARRIAGE OF PETITIONER: GARY L. WENDELL RESPONDENT: MERRY ANNE WENDELL			
STIPULATED JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Status only <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Reserving jurisdiction over termination of marital status Date marital status ends: <u>1-2-89</u>			CASE NUMBER 850210

1. This proceeding was heard as follows: ☒ default or uncontested ☐ by declaration under Civil Code, § 4511 ☐ contested
a. Date: July 28, 1988 Dept.: 11 Rm.:
b. Judge (name): GARY E. RANSOM ☐ Temporary judge
c. ☒ Petitioner present in court ☒ Attorney present in court (name): ROBERT J. O'HAIR
d. ☐ Respondent present in court ☐ Attorney present in court (name):
e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
2. The court acquired jurisdiction of the respondent on (date):
☐ Respondent was served with process ☐ Respondent appeared
3. THE COURT ORDERS, GOOD CAUSE APPEARING:
a. ☒ Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
(1) ☒ on the following date (specify): 1-2-89
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
b. ☐ Judgment of legal separation be entered.
c. ☐ Judgment of nullity be entered and the parties are declared to be unmarried persons on the ground of (specify):
4. THE COURT FURTHER ORDERS:
a. Jurisdiction is reserved to make other and further orders necessary to carry out this judgment.
b. ☐ Wife's former name be restored (specify):
c. ☐ This judgment shall be entered nunc pro tunc as of (date):
d. ☐ Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
e. Any payment for spousal or family support contained in this judgment shall terminate upon the death of the payee unless otherwise provided.
f. ☒ Other (specify): The Court's further orders are contained in Attachment "A" which is incorporated herein by reference and which includes the Marital Settlement Agreement attached thereto as Exhibit "A".
Date: JUL 28 1988
5. Number of pages attached: 24

ATTEST:
JOYCE RUSSELL SMITH, CLERK
By *[Signature]* DEPUTY CLERK
Signature follows last attachment
GARY E. RANSOM

— NOTICE —

- Please review your will, insurance policies, retirement benefit plans, and other matters you may want to change in view of the dissolution or annulment of your marriage. Ending your marriage may automatically change a disposition made by your will to your former spouse.
- A debt or obligation may be assigned to one party as part of the division of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.
- If you fail to pay any court-ordered child support, an assignment of your wages will be obtained without further notice to you.

1 Sacramento Superior Court No: 850210
2 In re the Marriage of Wendell
3 Attachment to Stipulated Judgment

ATTACHMENT "A"

4 Pursuant to written stipulation of the parties,
5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

6 1. That the Marital Settlement Agreement entered into
7 between the parties and received into evidence as Exhibit "A", is
8 incorporated herein by reference and is hereby approved and merged
9 herein and the performance of each and every term thereof is hereby
10 ordered. The court finds that these orders and the performance of
11 the Marital Settlement Agreement are reasonably necessary and are
12 required by the circumstances of the parties, and that the payments
13 of money in the amounts and at the times directed can be made, and
14 that all other acts directed therein can be done as ordered. This
15 court also specifically reviewed and hereby approves and orders
16 compliance with the spousal support provisions of said Marital
17 Settlement Agreement.

18 2. Each party hereby waives all rights to appeal, to
19 request findings of fact, a Statement of Decision, and any and all
20 rights under the Soldiers and Sailors Relief Act of 1940 as
21 amended, with respect to the entry of this Stipulated Judgment
22 pursuant to the terms and conditions of the Marital Settlement
23 Agreement. Each party retains such rights, if any, as to future
24 decisions by the court, including decisions on any issues over
25 which jurisdiction is reserved.
26

3. The court hereby reserved jurisdiction to make any orders reasonably necessary or convenient to carry out the terms of this judgment, including the provisions of the Marital Settlement Agreement incorporated herein, and including, but not limited to, the reservations of jurisdiction specifically provided for in the Marital Settlement Agreement.

4. Service by mail of an endorsed copy of this Stipulated Judgment of Dissolution of Marriage upon the attorney for either party shall be deemed effective service of this judgment upon that party for all purposes, including, but not limited to, contempt proceedings.

THE FOREGOING IS AGREED TO BY:

DATE: 6/25/88

Gary L. Wendell
GARY L. WENDELL
Petitioner

WOODRUFF, O'HAIR & POSNER, INC.

By: Robert J. O'Hair
Robert J. O'Hair
Attorney for Petitioner

DATE: 6/23/88

Merry Anne Wendell
MERRY ANNE WENDELL
Respondent

SCHEDULE 1

PROPERTY AND OBLIGATIONS TO BE DIVIDED
AND AWARDED TO THE PARTIES

1. Clothing, jewelry and other personal effects worn or used by each party.
2. Social Security Benefits of each party.
3. Miscellaneous furniture, furnishings and other household goods in the possession of each party.
4. Life insurance insuring the life of each party.
5. Any right to reimbursement for educational costs, payments, and/or loans which increase the earning capacity of either party.
6. Residence located at 4024 Terra Vista Way, Sacramento, CA located in the County of Sacramento, State of California, more particularly described as follows:

Lot 85, Evergreen Commons Unit No. 2, recorded in the Office of the County Recorder, County of Sacramento, State of California.

Parcel No: 256-320-003
7. IRA accounts in the names of either of the parties in the approximate amount of \$13,000.00.
8. Interest in profit sharing plan with Wenmat, Inc. in the approximate amount of \$32,000.00.
9. 1985 Toyota Four Runner.
10. Any and all interest of the parties in Wenmat, Inc. which amounts to fifty (50%) percent ownership interest.
11. Property located at 3375 Kuaua Place, Kihei, Hawaii, 96753 more particularly described as follows:

All of that certain parcel of land situate at Paeahu, Honuaula, District of Makawao, Island and County of Maui, State of Hawaii, to-wit:

LOT 63, area 0.55 acre(s), as delineated on the map entitled "MAUI MEADOWS SUBDIVISION, UNIT II" which said map was filed in the Bureau of Conveyances of the State of Hawaii on March 25, 1969, as File Plan No. 1107.

Being all of the land conveyed to RUDY . H. THEOBALD,

SCHEDULE 1 - PAGE TWO

JR. and SHARON RUPAY THEOBALD, husband and wife, as Joint Tenants, by Compliance Deed dated November 12, 1985, recorded on November 20, 1985 in the Bureau of Conveyances of the State of Hawaii in Book 19088 Page 785.

12. Rental condominium located at 161 Valley Oak, Roseville, CA 95678, more particularly described as follows:

Lot 15, as shown on that certain Map entitled "Plat of Cirby Hills Unit No. 1", according to the Official Plat thereof recorded in the Office of the Placer County Recorder in Book "N" of Maps, Map No. 66.

Parcel No: 472-360-15

13. Rental duplex located at 2426 Hawkins, Klamath Falls, Oregon, more particularly described as follows:

Lots 3 and 4 in Block 9 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, LESS the Northerly 90 feet of said lots. Said Northerly 90 feet includes that portion of vacated Oregon Avenue lying along the Northerly boundary of Lots 3 and 4.

14. Health club business known as the Klamath Athletic Club located at 2524 Crosby, Klamath Falls, Oregon, including the following three parcels of real estate located in Klamath County, Oregon, more particularly described as follows:

- (1) The South 169.56 feet of the West 210 feet of Lot 1, Block 6 of Tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
- (2) The North 250 feet of the West 210 feet of Lot 1 in Block 6 of Tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
- (3) A tract of land situated in Tract 49, Enterprise Tracts, a duly recorded subdivision, also being in the NE1/4SE1/4 Section 4, Township 39 S., R. 9 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block 6, Tract 1080, Washburn Park,

SCHEDULE 1 - PAGE THREE

a duly recorded subdivision, said point being S. 47° 30'05" W. 692.61 feet from the East 1/4 corner of said Section 4; thence N. 89°55'10" W. 26.85 feet; thence S. 00°04'50" W. 50.00 feet; thence along the arc of a curve to the left (central angle = 21°06'45" and radius = 170.00 feet) 62.64 feet; thence along the arc of a curve to the right (central angle = 21°06'45" and radius = 230.00 feet) 64.75 feet to a point on the West line of said Lot 1, Block 6; thence N. 00°04'50" E. 194.08 feet to the point of beginning, containing 3446 square feet, with bearings based on said Tract 1080, Washburn Park.

15. 1973 Cadillac El Dorado.
16. Property located at 3863 Olivebranch Lane, Carmichael, CA 95608, more particularly described as follows:
 The West 132 feet of the East 330 feet of Lot 77, as shown on the Plat of Carmichael Colony, filed March 11, 1910, in Book 10 of Maps, Map No. 9, in the Office of the County Recorder of Sacramento County, California.
 The Subdivision of Lot 77 being made on the basis that the Lot area includes one-half of the Road adjoining on the South.
17. Fifty (50%) percent interest in a number of real property owned jointly with James and Judith Mathews, with the properties having the following addresses:
 - a) Carmichael Athletic Club, 5741 Winding Way, Carmichael, CA 95608;
 - b) Center Court South, 26 Massie Court, Sacramento, CA 95823;
 - c) Warehouse, 5755 Gibbons Drive, Carmichael, CA 95608;
 - d) Sports Courts, 6001 Fair Oaks Blvd., Carmichael, CA 95608;
 - e) Old Skate Building, 6031 Fair Oaks Blvd., Carmichael, CA 95608;
 - f) Tahoe Home, 524 Wolf Tree, North Star, Truckee;
 - g) Vacant land at 5741 Winding Way, Carmichael, CA 95608;

SCHEDULE 1 - PAGE FOUR

- h) Hawaii Condo, 3600 Wailea Alanui, No. 801, Kihei, Maui, HI.
- 18. Miscellaneous obligations to include the following:
 - a. Any obligation incurred by either of the individual parties after the date of separation.
 - b. Any obligation which is secured by an asset described above.
 - c. Jim Mathews in the approximate amount of \$32,000.00.
 - d. Don Wendell in the approximate amount of \$2,200.00.
 - e. Profit sharing plan of Wenmat, Inc., in the approximate amount of \$18,914.00.
 - f. Mercantile Bank in the approximate amount of \$25,000.00.
 - g. Wells Fargo Bank in the approximate amount of \$6,000.00.
 - h. Bank of America in the approximate amount of \$2,500.00.
 - i. BankAmericard in the approximate amount of \$5,200.00.
 - j. Mastercard in the approximate amount of \$3,000.00.
 - k. Breuner's in the approximate amount of \$500.00.
 - l. Macy's in the approximate amount of \$200.00.
 - m. Weinstock's in the approximate amount of \$150.00.
 - n. Wenmat, Inc. in the approximate amount of \$12,706.00.
 - o. Contingent liability to Sierra Resources.

SCHEDULE 3

PROPERTY AND OBLIGATIONS AWARDED TO HUSBAND

1. Clothing, jewelry, and other personal effects worn or used by husband.
2. Social Security benefits earned by husband.
3. Miscellaneous furniture, furnishings and other household goods in the possession of husband.
4. Life insurance insuring the life of husband on policies purchased by the parties up to the date of separation.
5. Any right to reimbursement for educational costs, payments, or loans, or increased earning capacity of husband.
6. Any and all interest of the parties which represents ownership in Wenmat, Inc.
7. Property located at 3375 Kuaua Place, Kihei, HI 96753, more fully described in Schedule 1.
8. Rental Condo at 161 Valley Oak, Roseville, CA 95678, more particularly described in Schedule 1.
9. Rental duplex located at 2426 Hawkins, Klamath Falls, Oregon, more particularly described in Schedule 1.
10. Any and all interest in the health club business known as Klamath Athletic Club.
11. 1973 Cadillac El Dorado.
12. One-half (1/2) interest in properties owned jointly with James and Judith Mathews, more particularly described and set forth in detail on Schedule 1, subject to the terms and conditions set forth in the body of the agreement.
13. One-half (1/2) interest of the parties in the profit sharing plans with Wenmat, Inc.
14. The property located at 3863 Olivebranch Lane, Carmichael, CA, more particularly described in Schedule 1.
13. The following obligations:
 - a. Any obligations incurred by husband after date of separation.
 - b. Any obligations secured by an asset awarded to husband above except as otherwise specifically provided for in this agreement.

SCHEDULE 3 - PAGE TWO

- c. One-half (1/2) of contingent liability to Sierra Resources as described in the body of the agreement.
- d. Jim Mathews.
- e. Don Wendell.
- f. Profit Sharing plan of Wenmat, Inc.
- g. Mercantile Bank.
- h. Wells Fargo.
- i. Bank of America.
- j. BankAmericard.
- k. Mastercard.
- l. Breuner's.
- m. Macy's.
- n. Weinstock's.
- o. Wenmat, Inc.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 22nd day
 of Nov. A.D. 19 91 at 11:40 o'clock A M., and duly recorded in Vol. M91
 of Mortgages on Page 24561.

FEE \$58.00

Evelyn Biehn County Clerk

By Pauline M. M. M. M.