

EXTENSION OF MORTGAGE
TO COVER ADDITIONAL DEBT

231

Vol 22-15 Page 1587

THIS AGREEMENT, made and entered into this 25th day of August, 1965, by and between ROBERT L. ASHER and SHIRLEY W. ASHER, husband and wife, hereinafter designated as the Mortgagors and RACHEL IRWIN, a widow, hereinafter designated as the Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagors heretofore executed a mortgage acknowledged the day of April, 1964, to the Mortgagee to secure the payment of a promissory note dated February 14, 1964, in the amount of Three thousand and no/100 (\$3,000.00) Dollars which mortgage is recorded in Volume 223, Page 201, Mortgage Records of Klamath County, Oregon, and

WHEREAS, there remains unpaid on said note and mortgage a balance of Two thousand four hundred ten and 04/100 (\$2,410.04) Dollars plus interest at six (6%) per cent per annum from August 1, 1965, and

WHEREAS, the Mortgagors desire to borrow an additional sum of Two thousand five hundred and no/100 (\$2,500.00) Dollars from the Mortgagee and

WHEREAS, the Mortgagee is willing to advance said sum upon a note provided the original mortgage heretofore mentioned stands as security for the payment of the same,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

I.

That in consideration of the lending of the further sum of Two thousand five hundred and no/100 (\$2,500.00) Dollars to the above mentioned Mortgagors by the Mortgagee which further sum and balance

28

1538

due under the original mortgage are evidenced by a new promissory note, a copy of said note being substantially as follows:

| | | |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| \$ 4,910.04 | Each of the undersigned promises to pay to the order of Rachel Irwin at Ashland, Oregon | August 25, 1965 |
| Four thousand nine hundred ten and 04/100 (\$4,910.04) | - - - - - DOLLARS. | |
| with interest thereon at the rate of six percent per annum from Aug. 1, 1965 | until paid, payable in monthly installments of not less than \$ 50.00 in any one payment; interest shall be paid monthly and on the 1st day of September the minimum payments above required; the first payment to be made on the 1st day of September, 19 65, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of any attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court. | |
| Due | /s/ Robert L. Asher | |
| At | /s/ Shirley W. Asher | |
| * Strike words not applicable. No. | | |

it is agreed that all the obligations of the aforementioned mortgage and the lien thereof shall be, and hereby are, extended to cover the additional sum of Two thousand five hundred and no/100 (\$2,500.00) Dollars, the receipt whereof is hereby acknowledged.

II.

That all of the obligations of the Mortgagors and the rights and privileges of the Mortgagee, as evidenced by the original mortgage, shall inure to the respective parties hereto as set forth in said mortgage agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of August, 1965.

Robert L. Asher
Mortgagors
Rachel Irwin
Mortgagee

29

1589

STATE OF OREGON)
) ss.
County of Klamath)

On this 25th day of August, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert L. Asher and Shirley W. Asher, husband and wife, known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Robert L. Asher
Notary Public for Oregon

My commission expires
9/8/65

STATE OF OREGON)
) ss.
County of Jackson)

On this 25th day of August, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rachel Irwin, a widow, known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Marion C. Asher
Notary Public for Oregon



My commission expires
Sept 13, 1966

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at _____ of Oregon Title Insurance Co. _____
this 26th day of September, 1965 at 4:03 o'clock PM., and
duly recorded in Vol. K-65, of Mortgages, _____ of 1537

Fee \$1.50

30

By Lois M. Burtner
LOIS M. BURTNER, County Clerk