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THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, by and between HORACE A. MOUSER and TERRESIA I. MOUSER, husband and wife hereinafter called first party, and TOWN & COUNTRY MORTGAGE & INVESTMENT CO., an Oregon corporation hereinafter called second party, and hereinafter called third party; WITNESSETH:

RECITALS: On or about December 29th, 1980, TOWN & COUNTRY MORTGAGE & INVESTMENT CO., an Oregon corporation (hereinafter called mortgagor) made, executed and delivered to HORACE A. MOUSER and TERRESIA I. MOUSER a promissory note in the sum of \$10,000.00 together with the mortgagor's mortgage or trust deed (hereinafter called the security agreement) securing said note; said security agreement was recorded in the Mortgage Records of Klamath County, Oregon, on the 30th day of December, 1980, in book M80 at page 25068 thereof or as file number (indicate which); reference to said recorded document hereby is made for a better description of said note, the terms thereof, the time or times within which said note was to be paid and a description of the real property securing said note.

The first party herein currently is the owner and holder of said note and security agreement; the second party herein is ☒ the said mortgagor, ☐ the successor-in-interest of the mortgagor (indicate which) and the current owner of the real property described in said security agreement. The third party, if any, is secondarily liable for the payment of said note, either as surety, endorser, guarantor or otherwise. The principal balance of said note now unpaid is \$10,000.00; interest thereon is paid to December 24, 1981.

The second party has requested an extension of the time or times for the payment of the debt evidenced by said note and secured by said security agreement and the first party is willing to grant the extension hereinafter set forth.

NOW, THEREFORE, for value received, the receipt of which hereby is acknowledged by the first party, the first party hereby extends the time or times for the payment of the current unpaid balance of said note as follows:

Maturity Date shall be extended to December 29, 1982.

Interest rate shall increase from 16% to 18% beginning December 29, 1981.

Monthly payments of Interest Only shall increase to \$150.00 per month, to be due on the 30th day of each month until the note is paid in full.

The sums now unpaid on said note and the declining balances thereof shall bear interest hereafter at the rate of 18 percent per annum. In no way does this instrument change the terms of said note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, excepting only as to the change in the interest rate, if any, and the extension herein granted.

The second party hereby agrees to pay the current unpaid balance of said note promptly at the time or times, together with the interest, above set forth, interest being payable at the times stated in said note.

The third party, if any, agrees to such extension of time and, if the rate of interest on said current debt is increased, to such increase.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written, in duplicate.

H. A. Mouser
First Party
Terresia I. Mouser
TOWN & COUNTRY MORTGAGE & INVESTMENT CO.
BY: *Richard H. Marlatt*
Richard H. Marlatt, President
Third Party

IMPORTANT NOTICE: If the above extension comes within the purview of the Truth-in-Lending Act and Regulation Z and if the first party above imposes a charge or fee for granting such extension AND if the obligation described above is other than one "upon which the amount of the finance charge is determined by the application of a percentage rate to the unpaid balance," disclosures must be made by said first party pursuant to Section 226.8(e) of Regulation Z; for this purpose, Stevens-Ness Form No. 1313 or equivalent must be used.

(NOTE: Only the first party's acknowledgment is required.)

STATE OF OREGON,)
County of Marion) ss.
January 29, 1982
Personally appeared the above named
Horace A. Mouser and
Terresia I. Mouser

And acknowledged the foregoing instrument to be (their) voluntary act and deed.

Before me:
(SEAL) *Michael Carey*
Notary Public for Oregon
My commission expires: 4-26-85

STATE OF OREGON, County of Klamath) ss.
December 23, 1981
Personally appeared Richard H. Marlatt and
who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and the latter is the
secretary of Town & Country Mortgage
& Investment Co., a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors, and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me:
(SEAL) *Everly A. Smith*
Notary Public for Oregon
My commission expires: 5-6-84

EXTENSION OF MORTGAGE OR TRUST DEED

HORACE A MOUSER and
TERRESIA I. MOUSER
TO
TOWN & COUNTRY MORTGAGE &
INVESTMENT CO., an Oregon
corporation

AFTER RECORDING RETURN TO

Investors Mortgage Co.
P. O. Box 515
Stayton, OR, 97383

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON

County of Klamath) ss.

I certify that the within instrument was received for record on the 2 day of Feb., 1982, at 9:53 o'clock A.M., and recorded in book M82 on page 1260 or as file number 8754, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By *Joyce M. Shaw* Title.
Fee \$4.00 Deputy.