

EXTENSION OF MORTGAGE, TRUST DEED OR LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this 22nd day of May, 1989, by and between ELLEN M. JONES, hereinafter called First Party or Obligee, and ~~WILLIAM A. EVANS and Verna M. Evans, husband and wife, hereinafter called Second Party or Obligor, and DANIEL A. CONNORS and SANDY L. CONNORS, husband and wife, hereinafter called Third Party;~~

WITNESSETH:

RECITALS: On or about June 7, 1984, William A. Evans and Verna M. Evans, husband and wife, (hereinafter called "Obligor" or "Second Party") executed and delivered to Aspen Title and Escrow, Inc., as trustee for Leland C. Jones and Ellen M. Jones, husband and wife, with rights of survivorship, (hereinafter called "Obligee" or "First Party") an Obligation (being either a Promissory Note or Vendee's Promise to Pay) in the sum of FIFTY FOUR THOUSAND FOUR HUNDRED TWENTY SIX AND NO/100'S DOLLARS (\$54,426.00), together with a Trust Deed (hereinafter called the Security Agreement) securing said Obligations; said security agreement was recorded in the Records of Klamath County, Oregon, on the 15th day of June, 1984, in Book M-84 at Page 10062 thereof or as Document No: 37788, reference to said recorded document hereby is made for a better description of said Obligation, the terms thereof, the time or times within which said Obligation was to be paid and a description of the real property securing said obligation.

The First Party herein currently is the owner and holder of said Obligation and Security Agreement; the Second Party herein is the said Obligor. The Third Party is secondarily liable for the payment of said Obligation, having assumed and agreed to pay the same by Agreement dated April 13, 1987. The principal balance of said obligation now unpaid is FIFTY ONE THOUSAND THREE HUNDRED EIGHTY SEVEN & 67/100 (\$ 51,387.67); interest thereon is paid to May 1, 1989.

The Second Party and Third Party have each requested an extension of the time or times for the payment of the debt evidenced by said Obligation 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:

(A) The Promissory Note and Trust Deed, dated June 2, 1984, shall be modified so as to reflect the current unpaid balance thereof, which hereafter shall be payable in monthly installments in the sum of four hundred fifty nine dollars (\$459.00) per month, including interest at the rate of 10½% per annum on the unpaid balance; the first of such payments shall be due and payable on June 1, 1989, with a further and like payment due the first (1st) day of each month thereafter until May 1, 1994, WHEN THE ENTIRE UNPAID BALANCE, INCLUDING PRINCIPAL AND INTEREST, SHALL BE FULLY DUE AND PAYABLE.

(B) In addition to the payment of principal and interest set forth herein, Seller shall, in addition, be responsible to pay real property taxes each year in order that such tax payments shall be made, the parties agree that the Escrow Agent shall establish Escrow Instructions which shall require that Third Party pay each month a sum equal to ONE TWELFTH (1/12th) of the real or personal property taxes billed. The amount of such additional payment shall be amended annually as follows:

EXTENSION OF MORTGAGE, TRUST DEED OR LAND SALE CONTRACT -1-

89 MAY 24 AM 11 27

- (i) The Escrow Agent shall be empowered to add the real property taxes, and any personal property taxes, so as to arrive at a cumulative total thereof;
 - (ii) This cumulative total shall be in turn compared with the cumulative total in effect for the next preceding calendar year;
 - (iii) The amount of payment shall be increased or decreased by 1/12 of the difference in such totals. First Party shall be required to furnish the Escrow Holder with satisfactory proof of the amounts of real and personal property taxes paid by First Party, and the amounts thereof shall be added to the unpaid balance of the Contract from the date of such payment, to bear interest at the rate provided herein (10½).
- (c) In addition to any other remedy afforded to First Party, First Party shall be entitled to receive payment in the amount of FORTY FIVE AND 90/100'S DOLLARS (\$45.90), in addition to the regularly scheduled payments set forth hereinabove (\$459.00) as and for a late payment charge, should the payments required to be made hereunder not be made within FIVE (5) days of the due date. First Party shall be required to notify both Third Party and the Escrow Agent named herein (Aspen Title and Escrow, Inc., or its successor) of the accrual of such late payment charge, which such charge shall be credited only as an additional charge to Second and Third Parties, and not as a credit to either interest or principal.
- (d) Second and Third Party agree that First Party shall be afforded notice not less than sixty (60) days prior to their anticipated refinancing or payment in full of the Promissory Note.

The sums now unpaid on said Obligation and the declining balances thereof (including real and personal property taxes) shall bear interest from June 1, 1989, and thereafter at the rate of 10½ percent per annum. In no way does this instrument change the terms of said Obligation 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 and the extension herein granted, and the other provisions set forth hereinabove.

The Third Party hereby agrees to pay the current unpaid balance of said Obligation promptly at the time or times, together with the interest, above set forth, interest being payable at the times stated in said Obligation as modified.

Second and Third Parties agree to such extension of time, the increase in the rate of interest, and such further amendments as are set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written, in duplicate, effective June 1, 1989.

Ellen M. Jones
First Party

Third Party

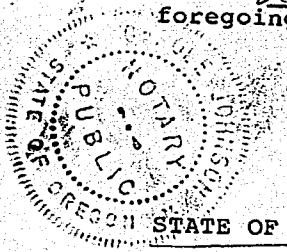
Daniel A. Connors
Second Party

Third Party

Sandy Connors
Second Party

STATE OF OREGON, County of Klamath)ss:

Personally appeared the above-named ELLEN M. JONES before me on the 23 day of May, 1989, and acknowledged the foregoing instrument to be her voluntary act and deed.



Carol Johnson
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-15-90

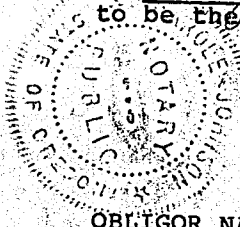
STATE OF OREGON, County of Klamath)ss:

~~PERSONALLY APPEARED the above-named WILLIAM A. EVANS and VERA M. EVANS, husband and wife, before me on this _____ day of _____, 1989, and acknowledged the foregoing instrument to be their voluntary act and deed.~~

~~NOTARY PUBLIC FOR OREGON
My Commission Expires: _____~~

STATE OF OREGON, County of Klamath)ss:

PERSONALLY APPEARED the above-named DANIEL A. CONNORS and SANDY L. CONNORS, husband and wife, before me on this 22nd day of May, 1989, and acknowledged the foregoing instrument to be their voluntary act and deed.



Carol Johnson
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-15-90

OBLIGOR NAME AND ADDRESS:

OBLIGEE NAME AND ADDRESS:

AFTER RECORDING, RETURN TO:

Aspen Title

Until a Change is Requested,
Tax Statements Should be Sent
To:

Ellen Jones
1742 Oregon
Klamath Falls, OR 97603

STATE OF OREGON)
County of Klamath) ss.

I certify that the within instrument was received for record on the _____ day of _____, 198____, at _____ o'clock ____M., and recorded in Book _____ on Page _____ or as File Reel Number _____, Record of Deeds of said County.

WITNESS my hand and seal of County affixed.

Recording Officer

By:

Deputy

EXHIBIT "A"

(A) The Promissory Note and Trust Deed, dated June 2, 1984, shall be modified so as to reflect the current unpaid balance thereof, which hereafter shall be payable in monthly installments in the sum of four hundred fifty nine dollars (\$459.00) per month, including interest at the rate of 10½% per annum on the unpaid balance; the first of such payments shall be due and payable on June 1, 1989, with a further and like payment due the first (1st) day of each month thereafter until May 1, 1994, WHEN THE ENTIRE UNPAID BALANCE, INCLUDING PRINCIPAL AND INTEREST, SHALL BE FULLY DUE AND PAYABLE.

(B) In addition to the payment of principal and interest set forth herein, Seller shall, in addition, be responsible to pay real property taxes each year in order that such tax payments shall be made, the parties agree that the Escrow Agent shall establish Escrow Instructions which shall require that Third Party pay each month a sum equal to ONE TWELFTH (1/12th) of the real or personal property taxes billed. The amount of such additional payment shall be amended annually as follows:

- (i) The Escrow Agent shall be empowered to add the real property taxes, and any personal property taxes, so as to arrive at a cumulative total thereof;
- (ii) This cumulative total shall be in turn compared with the cumulative total in effect for the next preceding calendar year;
- (iii) The amount of payment shall be increased or decreased by 1/12 of the difference in such totals. First Party shall be required to furnish the Escrow Holder with satisfactory proof of the amounts of real and personal property taxes paid by First Party, and the amounts thereof shall be added to the unpaid balance of the Contract from the date of such payment, to bear interest at the rate provided herein (10½%).

(C) In addition to any other remedy afforded to First Party, First Party shall be entitled to receive payment in the amount of FORTY FIVE AND 90/100'S DOLLARS (\$45.90), in addition to the regularly scheduled payments set forth hereinabove (\$459.00) as and for a late payment charge, should the payments required to be made hereunder not be made within FIVE (5) days of the due date. First Party shall be required to notify both Third Party and the Escrow Agent named herein (Aspen Title and Escrow, Inc., or its successor) of the accrual of such late payment charge, which such charge shall be credited only as an additional charge to Second and Third Parties, and not as a credit to either interest or principal.

(d) Second and Third Party agree that First Party shall be afforded notice not less than sixty (60) days prior to their anticipated refinancing or payment in full of the Promissory Note.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 24th day of May A.D., 19 89 at 11:27 o'clock AM., and duly recorded in Vol. M89 of Mortgages on Page 8964.

FEE \$23.00

Evelyn Biehn County Clerk

By Pauline Mullendore