

THIS AGREEMENT, Made and entered into this 5th day of December, 1989, by and between SUSIE L. FOWLER hereinafter called first party, and ROMEL FOWLER hereinafter called second party, and WITNESSETH: hereinafter called third party; WITNESSETH:

RECITALS: On or about April 27, 1983, Susie L. Fowler a promissory note in the sum of (hereinafter called mortgage) made, executed and delivered to Susie L. Fowler securing said note; said security agreement was recorded in the Mortgage Records of Klamath County, Oregon, on the 29th day of April, 1988, in book/reel/volume No. M88 at page 6851 thereof or as document/tee/file/instrument/microfilm No. (indicate which) reference to said recorded document hereby is made for a better description of said note, 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 mortgage, ☐ the successor-in-interest of the mortgage (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 \$ 12,857.17; interest thereon is paid to September 27, 1989.
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:

No Interest shall be payable from September 27, 1988, to December 27, 1988.
Interest on the principal balance of \$12,857.17 shall commence December 27, 1988, and shall be payable at Six (6) Per Cent Per Annum. The first payment under these new terms shall be January 27, 1990, in the amount of \$108.50 per month and shall be paid every month thereafter on the 27th day of the month until December 27, 2004, when any remaining principal balance and any interest owing shall be due and payable.

The sums now unpaid on said note and the declining balances thereof shall bear interest hereafter at the rate of 6 percent per annum. In any 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.

Susie L. Fowler
SUSIE L. FOWLER First Party

Romel Fowler
ROMEL FOWLER Second Party

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(a) 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.)

(If executed by a corporation, affix corporate seal)

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,) ss.
County of Jackson
This instrument was acknowledged before me on December 5, 1989, by Susie L. Fowler

Anita Thomas
Notary Public for Oregon
(SEAL) My commission expires: 12-07-92

STATE OF OREGON,) ss.
County of _____
This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____
Notary Public for Oregon (SEAL)
My commission expires: _____

STATE OF OREGON,) ss.
County of Klamath Klamath

BE IT REMEMBERED, That on this 6 day of December, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Romel Fowler

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.

Phyllis Rutledge
Notary Public for Oregon.
My Commission expires April 1, 1990

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Romel Fowler the 6th day
of Dec. A.D. 19 39 at 4:25 o'clock P. M., and duly recorded in Vol. M89
of Mortgages on Page 23625.

FEE \$13.00

Return: Crater Title Ins. Co.
604 West Main, Medford, OR. 97501

Evelyn Biehn County Clerk

By Roula Mullenda