

20566

Vol. M96 Page 19240

THIS AGREEMENT, Made and entered into this 28th day of June 1996, by and between Bette Jean Wandell hereinafter called first party, and Brian Curtis and Dolores Curtis, Husband & Wife hereinafter called second party, and hereinafter called third party; WITNESSETH:

RECITALS: On or about September 19 1991 Bette Jean Wandell (hereinafter called mortgagor) made, executed and delivered to Tony L. and Barbara A. Hooks a promissory note in the sum of \$ 11,000.00 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 20th day of September 1991, in book M91 at page 18978; 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 \$ 5,750.01 and interest thereon is paid to June 7th 1996.

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:

New due date is February 13, 2001

The sums now unpaid on said note and the declining balances thereof shall bear interest hereafter at the rate of Ten 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.

Bette Jean Wandell

First Party

Brian Curtis, Second Party Assignee

Dolores Curtis, second Party Assignee

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 226.9(e) of Regulation Z; for this purpose, Stevens-Need Form No. 1313 or equivalent must be used.

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

STATE OF OREGON,

County of Klamath

Personally appeared the above named

Bette Jean Wandell

and acknowledged the foregoing instrument to be her voluntary act and deed.

STATE OF OREGON, County of Klamath

ss.

Personally appeared

Bette Jean Wandell

and

who, being duly sworn,

each for himself and not one for the other, did say that the former is the

president and that the latter is the

secretary of

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 behalf 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)

Notary Public for Oregon

My commission expires:

OFFICIAL SEAL  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 017478  
EXPIRES NOV. 3, 1995  
My commission expires: 11-3-95

EXTENSION OF MORTGAGE OR TRUST DEED

Brian Curtis

Dolores Curtis

TO

Bette Jean Wandell

AFTER RECORDING RETURN TO  
Collection Bernetha #2310  
ASPER title co  
PO Box 1238  
K. F. FUS, OR 97612

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 28th day of June, 1996, at 9:00 o'clock AM., and recorded in book M96 on page 19240. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Bernetha G Letsch, County Clerk

By Deputy

Fee \$10.00