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EXTENSION OF HORTGAGE, TRUST DIED OR LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this  $2^{+}$  day of <u>utary</u>, 19<sup>-</sup>, by and between <u>C.R. Laney and Mabel V. Laney</u> hereinafter called First Party, and <u>Robert D. Nielsen and Candace</u>, P. Nielsen hereinafter called Second Party, and <u>n/2</u>.

## WITNESSET:H:

RECITALS: On or about <u>March 2</u>, 1994, Robert <u>1</u>. <u>Hieldent Contract Hieldent</u>, (hereinafter called Obligor) made, executed and delivered to <u>Lit. (arev + Malk/ V. Larer</u>) an obligation (being either a Promissory Note or a Vendee's Promise to Pay) in the sum of \$<u>31,000.00</u>, together with a Mortgage, Trust Deed or Land Sale Contract (hereinafter called the Security Agreement) securing said obligations said security agreement was recorded in the said obligation; said security agreement was recorded in the Records of <u>Klannth</u> County, Oregon, on the <u>23</u> day of <u>March</u>, 1994, in Book <u>Med</u> at Page <u>17742</u> thereof or as Document No: , 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

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 (X) The successor-in-interest of the Obligor), and either the current owner or the holder of the equitable interest 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 obligation now unpaid is \$27342.80; interest thereon is paid to now unpaid is \$ 27322.80; interest thereon is paid to March 2923, 1997.

The Second Party has requested an extension of the time or times for the payment of the debt evidenced by said obligation

times for the payment of the debt evidenced by sale 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 obligation as follows:

The sums now unpaid on said obligation and the declining balances thereof shall bear interest hereafter at the rate of 8.0% 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, if any, and the extension herein granted.

The Second 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.

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.

First Party Samey First Party

20A/06D - EXTENSION OF MORTGAGE, TRUST DEED & LAND SALE CONTRACT

4825 (NOTE: Only the first party's acknowledgment is required.) STATE OF OREGON, County of Klamath) ss: Mabel V Laney Personally appeared the above-named <u>Clarence R lanc</u>before me on the  $\underline{\times}$  day of Feb , 1972, and acknowledged the foregoing instrument to be <u>a</u> voluntary act and deed. SARALYII O'KEEFE COMMISSION #1112092 Notary Public - California SANTA CLARA COUNTY My Commission Expires OCTOBER 6, 2000 aral 0] NOTARY PUBLIC FOR OREGON My Commission Expires: STATE OF OREGON. FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUE. CO., FORTLAND, ORE. County of Alamath BE IT REMEMBERED, That on this SL, day of sefore my the undersigned, a Notary Public in and for said County and named eared the within ----- NOL known to me to be the identical individual. S described in and who executed the within instrument and acknowledged to me that. Wy executed the same freely and voluntarily. executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and alfixed OFFICIAL SEAL ROZALYN I. QUISENBERRY NOTARY PUBLIC - OREGON COMMISSION NO. 025443 WY COMMISSION EXPIRES JUNE 17, 1997 my official seal the day and year last above written. T RU MN My Commission expires secument was received for OBLIGEE NAME AND ADDRESS: record on the day of , 19 / at o'clock .M., and recorded in Book AFTER RECORDING, RETURN TO: on Page Shon or as File Reel えて Number , Record of Deeds of said County. WITNESS my hand and geal of Until a Change is Requested, Tax Statements Should be Sent County affixed. To: Recording Officer By : Deputy STATE OF OREGON : COUNTY OF KLAMATH: 55. 网络马森门语之 Filed for record at request of Aspen Title & Escrow of <u>February</u> 18th \_\_\_\_A.D., 19<u>\_\_\_\_7\_\_\_</u>at\_\_\_\_ the 3:48 o'clock P. M., and duly recorded in Vol. M97 day of\_\_\_\_ Mortgages

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on Page 4824 Bernetha G. Letsch, County Clerk by Addition Kense