

SN

38783

Vol. M97 Page 17265
29TH day of May

THIS AGREEMENT, Made and entered into this 19⁹⁷, by and between Brian L. Curtis and Dolores E. Curtis hereinafter called first party, and Betty Wilwerding hereinafter called second party, and hereinafter called third party; WITNESSETH:

RECITALS: On or about 4/19/93, 19 Betty Wilwerding (hereinafter called mortgagor) made, executed and delivered to Brian L. Curtis and Dolores E. Curtis a promissory note in the sum of \$ 12,000.00, 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 21st day of April 19⁹³, in book M93 at page 38334 thereof; 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 \$ 12,000.00; interest thereon is paid to April 18, 19⁹⁷.

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 of the note and trust deed is here by extended to April 20, 2000..

The sums now unpaid on said note and the declining balances thereof shall bear interest hereafter at the rate of 15 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.

Dolores E. Curtis First Party
Brian L. Curtis Second Party
Betty Wilwerding 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.

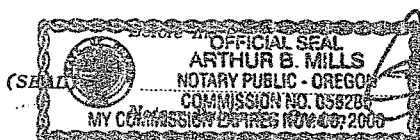
(NOTE: Only the first party's acknowledgment is required.)

STATE OF OREGON,

County of Klamath

Personally appeared the above named Brian L. Curtis & Dolores E. Curtis

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



STATE OF OREGON, County of _____ ss.

Personally appeared _____ 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 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:

Notary Public for Oregon

My commission expires:

(SEAL)

EXTENSION OF MORTGAGE OR TRUST DEED

Curtis
TO
Wilwerding

AFTER RECORDING RETURN TO

Aspen Title
PO Box 1238
K. Falls, OR 97601

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

Fee: \$10.00

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 5th day of June, 19⁹⁷, at 2:04 o'clock P. M., and recorded in book M97 on page 17265

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Bernetha G. Letsch, Co. Clerk

By Kathleen Rose Deputy

Call Escrow

No. 23113 Aspen t.

Ann. Penny

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