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THIS AGREEMENT, Made and entered into this 1st day of December, 1997, by and between Victor W. Smith hereinafter called first party, and East Cascade Properties, Inc. hereinafter called second party, and hereinafter called third party; WITNESSETH:

RECITALS: On or about Feb. 1, 1995, East Cascade Prop., Inc. hereinafter called mortgagor, made, executed and delivered to Victor W. Smith a promissory note in the sum of \$ 100,000, together with the mortgagor's mortgage or trust deed, hereinafter called the security agreement, securing the note. The security agreement was recorded in the Mortgage Records of Klamath County, Oregon, on Feb. 15, 1995, in book/reel/volume No. M95 at page 3430-33 and/or as fee/file/instrument/microfilm/reception No. (indicate which), reference to which hereby is made.

The first party currently is the owner and holder of the note and security agreement. The second party is ☒ the mortgagor, ☐ the successor in interest of the mortgagor (indicate which) and the current owner of the real property described in the security agreement. The third party, if any, is secondarily liable for the payment of the note, as surety, endorser, guarantor or otherwise. The unpaid principal balance of the note is \$ 108,691.63. Interest thereon is paid to Dec. 31, 1997.

The second party has requested an extension of the time(s) for payment of the debt evidenced by the note and secured by the security agreement. The first party is willing to grant the extension as hereinafter set forth.

NOW, THEREFORE, for value received, receipt of which hereby is acknowledged by the first party, the first party hereby extends the time(s) for payment of the current unpaid balance of the note as follows:

Extend payoff date to: Jan. 31, 2001. All other conditions remain the same.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The sums now unpaid on the note and the declining balances thereof shall bear interest hereafter at the rate of same percent per annum. In no way does this instrument change the terms of the note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, except for the change in interest rate, if any, and the extension granted herein.

The second party hereby agrees to pay the current unpaid balance of the note, together with the interest, promptly at the time(s) set forth above, interest being payable at the time(s) stated in the note.

The third party, if any, agrees to such extension of time(s) and, if the rate of interest on the current debt is hereby increased, to such increase.

In construing document, it is understood that any party may be more than one person. If the context so requires, the singular shall be taken to mean the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed this document in duplicate on the date first above written; if any undersigned party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Victor W. Smith  
First Party

East Cascade Properties, Inc.  
Second Party

Victor W. Smith

East Cascade Properties, Inc.  
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 the first party pursuant to Section 226.8(e) of Regulation Z. For this purpose, Stevens-Ness Form No. 1319 or equivalent should be used.

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

STATE OF Arizona, County of Yuma ss.

This instrument was acknowledged before me on December 8<sup>th</sup>, 1997, by Victor W. Smith

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

Breneda G. Letsch  
Notary Public for Arizona

My commission expires Mar. 13, 2000

### EXTENSION OF MORTGAGE OR TRUST DEED

Victor W. Smith  
SKP KO-OP #33  
3750 E. County 17th  
Yuma, AZ 85365

East Cascade Properties, Inc.

After recording return to (Name, Address, Zip):

East Cascade Properties, Inc.  
P.O. Box 214  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee: \$10.00

STATE OF OREGON,  
County of Klamath ss.

I certify that the within instrument was received for record on the 17<sup>th</sup> day of December, 1997, at 1:36 o'clock P.M., and recorded in book/reel/volume No. M97 on page 40963 and/or as fee/file/instrument/microfilm/reception No. 50250, Record of Mortgage of said County.

Witness my hand and seal of County affixed.

Bernetha G. Letsch, Co. Clerk

By Kathleen Ross, Deputy.

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