

ATC 2548 17 All 38

## EXTENSION OF MORTGAGE, TRUST DEED OR LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this 28th day of August, 1998, by and between Arthur Richard Martin and Linda Ann Martin hereinafter called First Party, and Susan M. Dargo, hereinafter called Second Party, and Not Applicable, hereinafter called Third Party;

## WITNESSETH:

RECITALS: On or about July 10, 1996, Susan M. Dargo (hereinafter called Obligor) made, executed and delivered to Arthur Richard Martin and Linda Ann Martin (being either a Promissory Note or a Vendee's Promise to Pay) in the sum of \$ 30,000.00, together with a Mortgage, Trust Deed and Land Sale Contract (hereinafter called the Security Agreement) securing said obligation; said security agreement was recorded in the Records of Klamath County, Oregon, on the 17th day of July, 1996 in Book M-96 at Page 21242 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 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 (xx) Obligor ( ) 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 \$ 28,028.12 interest thereon is paid to August 1st, 1998.

The Second Party has requested an extension of the time or times for the payment of the debt evidenced by said 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 (to be 9.00%) balance of said obligation as follows: Principal and interest payments shall be amended to be \$ 284.28 per month, or more, commencing September 1, 1998, and continue monthly until August 1, 2013, at which time all sums of principal and interest then outstanding shall become due and payable in full. The sums now unpaid on said obligation and the declining balances thereof shall bear interest hereafter at the rate of 9.0 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.

Arthur Richard Martin  
First Party  
ARTHUR RICHARD MARTIN

Linda Ann Martin  
First Party  
LINDA ANN MARTIN

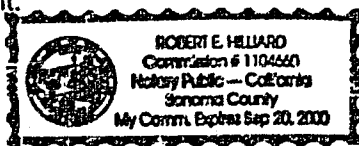
\_\_\_\_\_  
Second Party  
SUSAN M. DARGO

**CALIFORNIA ACKNOWLEDGMENT**

State of California, County of Sonoma

On 9/1/98 before me, Robert E. Hilliard, Notary Public personally appearedArthur Richard Martin and Linda Ann Martin

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my Hand and Official Seal

Title or Type of Document Extension of Mortgage Trust DeedDocument Date 8/28/98Nr of Pages 2

Signers other than the Above \_\_\_\_\_

Capacity Claimed by the Signer(s):

☒ Individual \_\_\_\_\_ Attorney In Fact \_\_\_\_\_ Trustee(s) \_\_\_\_\_  
☐ Guardian/Conservator \_\_\_\_\_ Partner(s) \_\_\_\_\_ General \_\_\_\_\_ Limited \_\_\_\_\_  
☐ Corporate Officers \_\_\_\_\_

This Form must be attached to the document described above.

OBLIGOR NAME AND ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

OBLIGEE NAME AND ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AFTER RECORDING, RETURN TO:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Until a Change is Requested,  
 Tax Statements Should be Sent  
 To:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF OREGON )

County of Klamath )

ss.

I certify that the within instrument was received for record on the 17th day of September, 1998, at 11:38 o'clock A..M., and recorded in Book M98 on Page 34162 or as File Reel Number 66432, Record of Deeds said County.

Mortgages

WITNESS my hand and seal of County affixed.

Bernetha G. Letsch, Co. Clerk

Recording Officer

By: Kathleen Ross

Deputy

Fee: \$15.00