

72431

MTC 1396-9624

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THIS AGREEMENT, Made and entered into this 16th day of December, 1998, by and between The John L. Lundberg Loving Trust hereinafter called first party, and Antonio J. & Estela Oliva Ulloa hereinafter called second party, and hereinafter called third party; WITNESSETH:

RECITALS: On or about January 13, 1995, Antonio J. & Estela Oliva Ulloa hereinafter called mortgagor, made, executed and delivered to The John Lundberg Loving Trust a promissory note in the sum of \$ 23,527, 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 January 13, 1995, in book/reel/volume No. M95 at page 993 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 \$20,172.74. Interest thereon is paid to December 11, 1998.

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:

THE JOHN L. LUNDBERG LOVING TRUST as MOUNTAIN TITLE COMPANY - (THE SELLERS OF 323 DIVISION STREET) & ANTONIO J. & ESTELA OLIVA ULLOA - (THE BUYERS OF 323 DIVISION STREET) AGREE TO EXTEND THE NOTE ON 323 DIVISION STREET, SECURED BY A 2<sup>ND</sup> DATED OF TRUST, IN FAVOR OF THE JOHN L. LUNDBERG LOVING TRUST, AN ADDITIONAL 5 YEARS. ALL OTHER TERMS TO REMAIN THE SAME. THE BALANCE OF THIS NOTE INCLUDING PRINCIPAL AND INTEREST IS DUE AND PAYABLE ON OR BEFORE JANUARY 13, 2005.

(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 \_\_\_\_\_ 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.

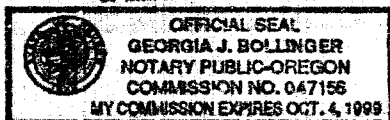
*John L. Lundberg*  
First Party

*F. Antonio Ulloa*  
Second Party  
*Estela Oliva*  
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-Hess Form No. 1319 or equivalent should be used.

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

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on December 17, 1998,  
by Antonio J. & Estela Oliva Ulloa  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_.



*Georgia J. Bollinger*  
Notary Public for Oregon  
My commission expires October 4, 1999

EXTENSION OF  
MORTGAGE OR TRUST DEED

TO

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

AMHRTITLE - Call 34514  
222 S. 6th  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, ) ss.  
County of \_\_\_\_\_  
I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book/reel/volume No. \_\_\_\_\_ on page  
\_\_\_\_\_ and/or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_  
Record of Mortgage of said County.  
Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy.

STATE OF OREGON,

County of Klamath

ss.

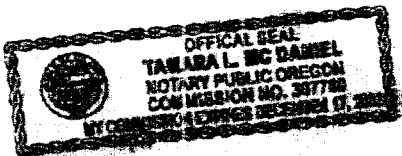
BE IT REMEMBERED, That on this 4<sup>th</sup> day of January, 1999,

Before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named John L. Lundberg

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Tamara L. McDaniel  
Notary Public for Oregon  
My commission expires 2/1/01



AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 4<sup>th</sup> day of January A.D., 19 99 at 11:35 o'clock A. M., and duly recorded in Vol. M99 of Mortgages on Page 44

Linda Smith, County Clerk  
By Kathleen Ross

FEE

\$10.00