

ASPEN 1935/Vickie

EXTENSION OF MORTGAGE, TRUST DEED OR LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this 1ST day of JANUARY, 19 99 by and between ARCHIE P. CALDWELL hereinafter called First Party, and DIANE ARDIZZONE hereinafter called Second Party, and N/A hereinafter called Third Party;

WITNESSETH:

RECITALS: On or about JUNE 9, 19 94, DIANE ARDIZZONE made, executed and delivered to ARCHIE P. CALDWELL an obligation being either a Promissory Note or a Vendee's Promise to Pay) in the sum of \$ 23,000.00 together with a Mortgage, Trust Deed or 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 9TH day of JUNE, 1994, in Book M94 at Page 18189 thereof or as Document No., 82538 in 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 (n/a) 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 \$ 10,656.42 Interest thereon is paid to DECEMBER 7, 1998, 19 98.

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 of times for the payment of the current unpaid balance of said obligation as follows: PAYMENTS IN THE AMOUNT OF \$245.00 BEGINNING FEBRUARY 1, 1999, WITH INTEREST AT THE RATE OF 12% PER ANNUM FROM JANUARY 1, 1999, AND CONTINUING UNTIL JANUARY 1, 2004, AT WHICH TIME THE REMAINING BALANCE OF PRINCIPAL AND INTEREST, THEN OWING SHALL BECOME IMMEDIATELY DUE AND PAYABLE. ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN THE PARTIES REMAIN THE SAME.

The sums now unpaid on said obligation and the declining balances thereof shall bear interest at the rate of 12.00 percent per annum. In no way does this instrument change the terms of the 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 payment amount} 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.

Archie P. Caldwell

First Party
ARCHIE P. CALDWELL

First Party

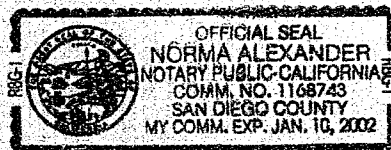
DIANE ARDIZZONE - SECOND PARTY

(NOTE: Only the First Party's acknowledgment is required)

STATE OF ^{California} OREGON, COUNTY OF San Diego

Personally Appeared Archie P. Caldwell before me on
the 19th day of December,
1999, and acknowledged the foregoing instrument to be
voluntary act and deed.

Norma Alexander
NOTARY PUBLIC FOR OREGON MY COMMISSION
EXPIRES Jan 10, 2002



STATE OF OREGON)
COUNTY OF KLAMATH) ss

I certify that the within instrument was received for record on
the _____ day of _____ 19____, at
_____ o'clock _____, and recorded in Book _____ on
Page _____ or as File Reel Number _____,
record of _____ of said County.

WITNESS my hand and seal of county affixed.

Recording Officer
By: _____
Deputy

Diane Ardizzone
DIANE ARDIZZONE - SECOND PARTY

895

(NOTE: Only the First Party's acknowledgment is required)

STATE OF OREGON, COUNTY OF _____

Personally Appeared _____ before me on
the _____ day of _____, 19_____,
and acknowledged the foregoing instrument to be
voluntary act and deed.

NOTARY PUBLIC FOR OREGON MY COMMISSION
EXPIRES _____

STATE OF OREGON)
COUNTY OF KLAMATH) ss

I certify that the within instrument was received for record on
the _____ day of _____, 19_____, at
_____ o'clock _____, and recorded in Book _____ on
Page _____ or as File Reel Number _____
record of _____ of said County.

WITNESS my hand and seal of county affixed.

Recording Officer
By: _____
Deputy

After Recording Return To:

Aspen Title & Escrow, Inc.
Attn: Collection Department

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Aspen Title & Escrow _____ the _____ 12th _____ day
of _____ January _____ A.D., 99 at 10:35 o'clock _____ A. M., and duly recorded in Vol. _____ M99
of _____ Mortgages _____ on Page 893

FEE \$20.00

Linda Smith, County Clerk

by Kathleen Rose