

OT

THIS AGREEMENT, Made and entered into this 18th day of APRIL,
~~19~~2000, by and between BRIAN L. CURTIS and DOLORES E. CURTIS or Survivor
hereinafter called first party, and BETTY WILWERDING
hereinafter called second party, and
hereinafter called third party; WITNESSETH:

RECITALS: On or about APRIL 19, 1993, 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 21st APRIL, 1993, in book/reel/
volume No. MO3 at page 8334 thereof or as fee/file/instrument/microfilm/reception No. _____ (indicate which) 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 MARCH 17, ~~19~~2000.

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:

THOSE PORTIONS OF BLOCK 18 OF OREGON PINES AS RECORDED IN KLAMATH COUNTY, OREGON MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 10 AND THAT PORTION OF LOT 86, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT
THE NORTHWEST CORNER OF LOT 10, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE
SOUTH 28°32'10" EAST 640 FEET; THENCE SOUTH 61°27'50" WEST 260 FEET MORE OR LESS TO THE
SOUTHEAST CORNER OF LOT 68; THENCE NORTH 35°55'48" WEST 270.73 FEET; THENCE NORTH 43°04'
09" WEST 469/03 FEET; THENCE IN A SOUTHEASTERLY DIRECTION 415 FEET MORE OR LESS, TO THE
TRUE POINT OF BEGINNING.

MODIFICATION ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH SETFORTH HEREIN

The sums now unpaid on said note and the declining balances thereof shall bear interest hereafter at the rate of 13.0 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.

Brian L. Curtis
Dolores E. Curtis
Betty Wilwerding
First Party
Second Party
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 im-
poses 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.)

(If executed by a corporation,
affix corporate seal)

(If the signer of the above is a corporation,
use the form of acknowledgment opposite.)

STATE OF OREGON,

County of KLAMATH

ss.

This instrument was acknowledged before me on

APRIL 18, ~~19~~2000 by

BETTY WILWERDING

BRIAN L. CURTIS and DOLORES E. CURTIS

Rozalyn I. Quisenberry
Notary Public for Oregon

(SEAL)

My commission expires: 7-22-2001



STATE OF OREGON,

County of _____

ss.

This instrument was acknowledged before me on _____

19 _____, by _____

as _____

of _____

Notary Public for Oregon

My commission expires: _____

(SEAL)

EXTENSION OF MORTGAGE OR TRUST DEED

CURTIS

TO

WILWERDING

AFTER RECORDING RETURN TO
ASPEN TITLE & ESCROW
ESCROW COLLECTIONS # 2311

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

STATE OF OREGON,

County of _____

ss.

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 _____ or as fee/file/instru-
ment/microfilm/reception No. _____,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

NAME

TITLE

By _____ Deputy

MODIFICATION AGREEMENT

This Agreement made and entered into on April 18, 2000, by Betty Wilwerding as Grantor and Brian L. Curtis and Dolores E. Curtis, as Beneficiary.

Whereas, Betty Wilwerding, who acquired title as Betty Wilwerding executed a Trust Deed dated April 19, 1993 recorded April 21, 1993, Book M93, page 8334, in the amount of \$12,000.00 with interest in the amount of 15% per annum, payable in monthly installments of \$150.00, the term was OneYear with INTEREST ONLY payments with the entire principal balance plus interest due April 20, 1994.

Whereas, a Modification Agreement was entered into on May 16, 1994 extending the maturity date to April 20, 1995 and no additional modifications were made to the transaction.

Whereas, a Modification Agreement was entered into on December 28, 1995 extending the maturity date from April 20, 1995 to April 20, 1997 and no additional modifications were made to the transaction.

Whereas, a Modification Agreement was entered into on May 29, 1997 extending the maturity date to April 20, 2000 and no additional modifications were made to the transaction.

Whereas, the current balance on the promissory note is \$12,000.00 with interest paid to March 17, 2000.

Whereas, Betty Wilwerding now wishes to modify the promissory note and trust deed.

Now therefore, it is mutually agreed as follows:

The balance of the original promissory note and trust deed dated April 19, 1993, recorded April 21, 1993 is amended as follows:

New balance - \$12,000.00 which shall be payable with interest at the rate of 13.00% per annum. The monthly payment is based on principal and interest in the amount of \$159.75 per month, the first payment beginning May 5, 2000 and a payment due the 5th day of each month thereafter with the full unpaid balance, principal and interest due and payable on April 5, 2005.

It is further understood that amending and extending the next payment due to May 5, 2000 will cause interest to accrue from March 17, 2000 and therefore the payment due May 5, 2000 will not cover all of the interest due to the due date.

All of the terms and conditions of the said promissory note and trust deed shall remain in force except as herein modified. Betty Wilwerding shall pay the fees to Aspen Title & Escrow, Inc. necessary to amend the escrow and re-establish the escrow collection account in the amount of \$85.00 and record the modification agreement (\$35.00 estimated fee).

IN WITNESS WHEREOF, the Grantor and Beneficiaries have hereto signed this Agreement the day and year first written above.


Betty Wilwerding


Dolores E. Curtis


Brian L. Curtis

State of Oregon, County of Klamath
Recorded 04/19/00, at 2:09 p.m.
In Vol. M00 Page 12959
Linda Smith,
County Clerk Fee \$ 31⁰⁰