NN

MTC 1396-2097



MODIFICATION EXTENSION OF MORTGAGE OR TRUST DEED

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George E. & Helen M. McMahan, Ti	tust
200 Conger Ave.	
Klamath Falls, OR 97601	,
First Party's Name and Address	'
Michael W. & Linda D. Chase	s
61302 Tam McArthur Loop	l R
Bend, OR 97602	
Second Party's Name and Address	
After recording, return to (Name, Address, Zip):	
George E. McMahan	1
200 Conger Ave.	
Klamath Falls OP 97601	

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THIS AGREEMENT, Made and entered into on by and between George E. & Helen M. McMahan, Trustees, McMahan Family Trust, hereinafter called the first party, and Michael W. & Linda D. Chase hereinafter called the second party, and Kraig B. Weider McMahan, Trustees, McMahan Family Trust, hereinafter called the third party; WITNESSETH:

On or about September 18, 1995 George E. & Helen M. McMahan, Trustees

hereinafter called mortgagor, made, executed and delivered to Michael W. & Linda D. Chase a promissory note in the sum of

hereinafter called mortgagor, made, executed and delivered to M1Chael W. & Linda D. Chase a promissory note in the sum of \$17,750 _____, together with the mortgage securing the note. The mortgage was recorded in the Records of Klamath ______ county, Oregon, on September 18, 1995 _____, in book/reel/volume No. M95 _____ on page 25138 ____, and/or as fee/file/instrument/microfilm/reception No. ______ (indicate which).

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

NOW, THEREFORE, for value received, receipt of which is hereby 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:

Interest rate shall be 10.5% per annum, all due and payable

Interest rate shall be 10.5% per annum, all due and payable September 15, 2005. To provide for amortization, payments shall be \$140.00 per month, principal and interest. There is to be no pre payment penalty.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The sums now unpaid on the note and the declining balances thereof shall bear interest hereafter at the rate of 10.5 percent per annum. In no way does were a large the ferms of the note and mortgage 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, the interest being payable at the time(s) set forth 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 this instrument, the singular includes the plural, "mortgage" includes trust deed, "mortgagor" includes grantor, and all grammatical changes shall be made so that this instrument shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed this document in duplicate on the date first written above. 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.

authorized to do so by order of its board of directors.

Mc M4 M4 V 6/15/00

FIRST PARTY

SECOND PARTY

THIRD PARTY

THIRD PARTY

THIRD 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 imposes a charge or fee for granting the 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 be ance," disclosures must be made by the first party pursuant to Section 226.8(e) of Regulation Z. For this purpose, use Stevens-Ness Form No. 1319, or the equivalent. (NOTE: Only the first party's acknowledgment is required.)

OFFICIAL SEAL
NICOLE DAILEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 320884
MY COMMISSION EXPIRES FEB. 18, 2003

Notary Public for Oregon

My commission expires FCD+18+2003

State of Oregon County of <u>Deschutes</u> September 6, 2000 Personally appeared the above named Michael W. Chase and Linda D. Chase and acknowledged the foregoing instrument to be __their____ voluntary act and WITNESS My hand and official seal. (seal) OFFICIAL SEAL DIANE E SULLIVAN Notary Public for Oregon NOTARY PUBLIC-OREGON
COMMISSION NO. 314443
MY COMMISSION EXPIRES AUG. 21, 2002

8/21/02 My Commission expires:

> State of Oregon, County of Klamath Recorded 09/19/00, at //:24a.m. In Vol. M00 Page 34242 Linda Smith,

Fee\$ 26°° County Clerk