| AUG 10 PM1:10 | Vol. MQ1 Page 40281 |
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| THIS AGREEMENT, Made and entered int | to this 3rd day of August |
| 400 by and between JAMES W. BARRET | TT and JOSEPHINE BARRETT PERTIES, an Oregon general partnership |
| hereinafter called first party, and $\frac{D}{D} \propto \frac{S}{S} \frac{PROP}{PROP}$ | ERITES, an Oregon general partnership |
| | |
| hereinafter called third party; WITNESSETH: | O1 D & C Properties |
| RECITALS: On or about April 1 | ,1991 , D & S Properties to James W. & Josephine Barrett apromissory note |
| hereinafter called mortgagor, made, executed and delivered t | to dames w. a dosephine Barrett a promissory note |
| in the sum of \$0.5 , 4.2000, together with the mortga | agor's mortgage or trust deed, hereinafter called the security agreement, securing |
| | te Records of Klamath County, Oregon, on April 1 16 and/or as fee/file/instrument/microfilm/reception No |
| indicate which), reference to which hereby is made. | 11.0 and/or as tee/tile/instrument/microtlim/reception No |
| | the note and security agreement. The second party is 🔣 the mortgagor, 🗌 the the current owner of the real property described in the security agreement. The |
| third party, it any, is secondarily liable for the payment of the | e note, as surety, endorser, guarantor or otherwise. The unpaid principal balance |
| of the note is \$51., 97035 Interest thereon is paid | to July 5, 2001, >/ |
| I he second party has requested an extension of the ecurity agreement. The first party is willing to grant the ex | time(s) for payment of the debt evidenced by the note and secured by the stension as hereinafter set forth. |
| | 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 | he note as follows: |
| From its current due date of Anr | il 1, 2001 to the extended due date of |
| April 1, 2003. | if it 2001 to the extended due date of |
| ., 2000 | |
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| | |
| IIF SPACE INSUFFICIENT. | , CONTINUE DESCRIPTION ON REVERSE SIDE) |
| • | balances thereof shall bear interest hereafter at the rate of Same percent |
| per annum. In no way does this instrument change the terms | s 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, i The second party hereby agrees to pay the current up | it any, and the extension granted herein. npaid balance of the note, together with the interest, promptly at the time(s) |
| et forth above, interest being payable at the time(s) stated | I in the note. ime(s) and, it the rate of interest on the current debt is hereby increased, to |
| uch increase. | me(s) and, it the rate of interest on the current debt is hereby increased, to |
| | arty may be more than one person. If the context so requires, the singular shall nges shall be made, assumed and implied to make the provisions hereof apply |
| oe taken to mean the plural. Generally, all grammatical char equally to corporations and to individuals. | nges shall be made, assumed and implied to make the provisions hereot apply |
| IN WITNESS WHEREOF, the parties he | ereto have executed this document in duplicate on the date first |
| above written; if any undersigned party is a corpora | ation, it has caused its name to be signed and its seal, if any, affixed |
| | so by order of its board of directors. D & S Properties |
| Jomes w Bress | Ja ile |
| First Party | Second Party |
| First Party oruplino Butt | By: Gerrit A. DeGroot, Managing Par |
| 2 0 | Third Party |
| MPORTANT NOTICE: If the above extension comes within the pury | view of the Truth-in-Lending Act and Regulation Z, and if the first party above imposes n described above is other than one "upon which the amount of the finance charge is |
| etermined by the application of a percentage rate to the unpaid b | balance," disclosures must be made by the first party pursuant to Section 226.8(e) of |
| legulation Z. For this purpose, Stevens-Ness Form No. 1319 or equ | vivalent should be used. |
| NOTE: Only the first party's acknowledgment is required.) | ı |
| STATE OF OREGON. Cou | inty of Lake) ss. |
| | acknowledged before me on August3,2001, |
| | and Josephine Barrett |
| | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| | MANUAL CANANT AND DELIK PARKET SELEK MANUAL VISITERA FRANCI FRANC |
| XaYs | |
| XXI | |
| | |
| OFFICIAL SEAL | (Junet D. Speas |
| JANET B. SPEAS NOTARY PUBLIC - OREGON | Notery Public for Oregon |
| COMMISSION NO. 329821 | My commission expires |
| MY COMMISSION EXPIRES FEB. 15, 2004 | |
| | |
| EXTENSION OF | STATE OF OREGON, |
| MORTGAGE OR TRUST DEED | |
| | |
| | |
| James W. Barrett | |
| Josephine Barrett | SPACE RESERVED |
| 10 | FOR RECORDER'S USE |
| D & S Properties | |
| | |
| | • |
| fter recording return to (Name, Address, Zip): | State of Oregon, County of Klamath |
| Mr. & Mrs. James W. Barrett | Recorded 08/10/01 at 1:/0p m. |
| c/o James C. Lynch, Attorney | In Vol. M01 Page 4028/ |
| PO Box 351 | Linda Smith, |