

05 JAN 21 PM 3:05

ASPEN 60674MS

Recording Requested By:
Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

Vol M05 Page 04695

State of Oregon, County of Klamath
Recorded 01/21/05 3:05 PM
Vol M05 Pg 04695-68
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

When Recorded Return To:

Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

DOCUMENT:

Modification of
TRUST DEED

GRANTOR:

VIRGINIA ANN RUSH

GRANTEE:

BRIAN L. CURTIS & DOLORES E. CURTIS

CONSIDERATION :

\$17,500.00

****THIS DOCUMENT IS BEING SIGNED IN COUNTER PART****

36X

NL

MODIFICATION OF NOTE/TRUST DEED

04696

THIS AGREEMENT, Made and entered into this 17th day of January 2005,
 1/16/11, by and between Brian L. Curtis and Dolores E. Curtis
 hereinafter called first party, and Virginia Ann Rush
 hereinafter called second party, and none
 hereinafter called third party; WITNESSETH:

RECITALS: On or about February 03, 1/16/2004, William Pate Martin
 hereinafter called mortgagor, made, executed and delivered to Brian L. Curtis and Dolores E. Curtis a promissory note
 in the sum of \$17,500.00, 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 February 27,
 12004, in book/reel/volume No. M04 at page 11298 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 \$17,500.00. Interest thereon is paid to December 29, 12/2004.

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 first and second party hereby agree to modify the existing note as follows:
 Note in the amount of \$17,500.00 to be amortized over 10 years, payable in monthly
 installments of \$241.06, beginning January 27, 2005. Interest start date is to be
 December 29, 2004. * Principal and interest payments

(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 11% 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 and terms noted above.

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.

Brian L. Curtis
 Dolores E. Curtis

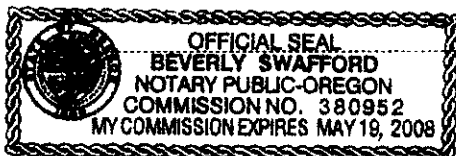
Virginia Ann Rush

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-Ness 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 January 17, 2005
 by Brian L. Curtis & Dolores E. Curtis
 This instrument was acknowledged before me on , 19
 by



Beverly Swafford
 Notary Public for Oregon
 My commission expires May 19, 2008

EXTENSION OF MORTGAGE OR TRUST DEED AND MODIFICATION OF NOTE

Aspen Title
 525 Main St.
 Klamath Falls 97601

TO

Collection Dept.

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

Same as above

SPACE RESERVED
FOR
RECORDER'S USE

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
 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.

NL

MODIFICATION OF NOTE/TRUST DEED

04697

THIS AGREEMENT, Made and entered into this 17th day of January 2005, by and between Brian L. Curtis and Dolores E. Curtis hereinafter called first party, and Virginia Ann Rush hereinafter called second party, and none hereinafter called third party; WITNESSETH:

RECITALS: On or about February 03, 2004 William Pate Martin hereinafter called mortgagor, made, executed and delivered to Brian L. Curtis and Dolores E. Curtis a promissory note in the sum of \$17,500.00, 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 February 27, 2004, in book/reel/volume No. M04 at page 11298 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 \$17,500.00. Interest thereon is paid to December 29, 19/2004.

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 first and second party hereby agree to modify the existing note as follows:
Note in the amount of \$17,500.00 to be amortized over 10 years, payable in monthly installments of \$241.06, beginning January 27, 2005. Interest start date is to be December 29, 2004. * Principal and interest payments

(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 11% 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 and terms noted above.

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.

Brian L. Curtis First Party
Dolores E. Curtis

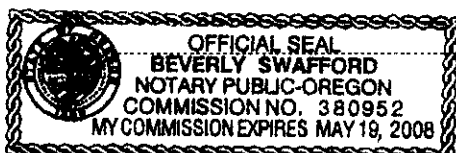
Virginia Ann Rush Second Party

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 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-Ness Form No. 1319 or equivalent should be used.

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

STATE OF OREGON, County of Klamath) ss. 2005
This instrument was acknowledged before me on January 17, 19
by Brian L. Curtis & Dolores E. Curtis
This instrument was acknowledged before me on , 19,
by



Beverly Swafford Notary Public for Oregon
My commission expires May 19, 2008

EXTENSION OF MORTGAGE OR TRUST DEED AND MODIFICATION OF NOTE

TO

SPACE RESERVED
FOR
RECORDER'S USE

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

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/instrument/microfilm/reception No. Record of Mortgage of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy.

ALL-PURPOSE ACKNOWLEDGEMENT

04698

State of California

County of SAN LUIS OBISPO

} SS.

On JAN. 19, 2005

(DATE)

before me, AUTUMN FARELAS

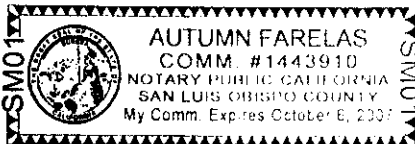
(NOTARY)

personally appeared VIRGINIA ANN RUSH

SIGNER(S)

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Autumn Farelas
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

modification of Note / Trust Deed
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

1/17/2005
DATE OF DOCUMENT

OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

