

MTC 1396-7980

2006-016930  
Klamath County, Oregon

Return to: **ACUITY**  
LENDING

Running Y  
5391 Running Y Rd.  
K. Falls, OR.  
97601



00001846200600169300030034

08/22/2006 02:55:32 PM

Fee: \$31.00

*Modification*

**AN AGREEMENT EXTENDING THE MATURITY DATE  
OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST**

This agreement, made this **10th** day of **May, 2006** by and between **Thomas L. Gisreal**, hereafter referred to as payor(s); and **See Exhibit C attached hereto and made a part hereof**, hereinafter referred to as payee.

**RECITALS**

**I.**

On or about **April 18, 2005** payors executed a **\$ 190,000.00** promissory note, hereinafter referred to as note, in favor of payees and caused said note to be secured by a deed of trust which was recorded in **Klamath** county, Oregon on **April 19, 2005** as document number **27315-37**. Among its other terms said note provided that interest shall accrue at the rate of **11.75%** (per cent) per annum from **April 18, 2005** and shall be paid in monthly installments with the first payment due on **June 01 2005**, and continuing until **May 01, 2006** when the then principal unpaid balance plus any accrued interest shall be all due and payable.

**II.**

Intentionally left blank.

**III.**

Payors are desirous of extending the maturity date of the note described above in recital i. From May 1, 2006 to August 01 2006 at the rate of 12.75% per annum with the right to prepay this note at any time prior to maturity without penalty. Payees are willing to grant such an extension as proposed by payors.

**IV.**

Now, therefore, in consideration of the mutual promises made herein and in further consideration of payors paying for the services of Acuity Lending Corporation, the note is modified as follows:

1. The maturity date is extended from **May 01, 2006** to **August 01, 2006** at the rate of **12.75%** (per cent) per annum.
2. Payors reserve the right to prepay this note at any time prior to the extended maturity date without penalty.
3. In all other particulars included but not limited to the day of each calendar month on which payments are due, the late charge for delinquent payments, the note remains unchanged, unaltered and unaffected.

This is not a novation but is merely the extension of the maturity date of a promissory note secured by a deed of trust. Payees do not require a new appraisal of the subject property unless specified hereinabove. In witness whereof, the parties hereto have affixed their hands and seals effective the day, month and year above written.

Thomas L. Gisriel  
Thomas L. Gisriel (Payor)  
8/8/06  
Date

Acuity Lending Corp as Agent for Payees  
Date

Debra A. Gisriel  
Debra A. Gisriel (Payor)  
8/8/06  
Date

State of: Oregon  
County of: Clatsop  
Dated: 8-8-06

Subscribed before me this 8<sup>th</sup> day of  
August 2006, by Debra A + Thomas L. Gisriel  
Stamp

Notary signature: Mechelle D. Phillips  
Notary expires on: May 9, 2010



AMERITITLE has recorded this  
Instrument by request as an accomodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

**EXHIBIT C**

**BENEFICIARIES / PAYEES**

**LOAN NUMBER**

**ALC050405**

Lincoln Trust Company Trustee FBO Randall Kent Hansen, 155/190th Interest;

Robert R. Cancelosi III and Becky M. Cancelosi, a married man and woman, as to an undivided 10/190th interest;

Patricia L. Hoof, a single woman, as to an undivided 25/190th interest

All payments shall be made to: Acuity Lending Corporation (Collection Agent)  
1225 SW Murray Rd. #215  
Portland, Oregon 97229

Acuity Lending Corporation is authorized to collect all monthly payments on the herein described  
Note as agent for the Payees/Beneficiaries and are further authorized to collect and place any  
demand for payoff for said Note.