

MT82491-ED

NN



EXTENSION OF  
MORTGAGE OR TRUST DEED

2008-008299

Klamath County, Oregon



00047579200800082990030038

Cynthia S. Ciongoli  
3945 Ceanothus Pl., Apt. P  
Calabasas, CA 91302  
First Party's Name and Address

Carolyn Barker  
2870 Homedale Road  
Klamath Falls, OR 97603  
Second Party's Name and Address

SPACE RESERVE  
FOR  
RECORDER'S

06/06/2008 03:20:24 PM

Fee: \$31.00

After recording, return to (Name, Address, Zip):  
Cynthia S. Ciongoli  
3945 Ceanothus Pl., Apt. P  
Calabasas, CA 91302

THIS AGREEMENT, Made and entered into on May 12, 2008  
by and between Cynthia S. Ciongoli  
hereinafter called the first party, and Carolyn Barker  
hereinafter called the second party, and \_\_\_\_\_  
hereinafter called the third party; WITNESSETH:  
On or about April 14, 2006, Carolyn Barker  
hereinafter called mortgagor, made, executed and delivered to Cynthia S. Ciongoli a promissory note in the sum of  
\$ 100,000.00, together with the mortgagor's mortgage securing the note. The mortgage was recorded in the Records of Klamath  
County, Oregon, on April 20, 2006, in book/reel/volume No. M06 on page 07734, and/or as  
fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (indicate which).

The first party is currently the owner and holder of the note and mortgage. The second party is the ☒ mortgagor ☐ successor in interest of the mortgagor  
(indicate which) of the note and mortgage and the current owner of the real property described in the mortgage. 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 \$ 107,750.00 and the date to which interest  
has been paid thereon is June 1, 2008.

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:

All due and payable on or before May 31, 2013

LOT 4, EXCEPT THE SOUTHERLY 50 FEET THEREOF, IN BAILEY TRACTS, ACCORDING  
TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF  
KLAMATH COUNTY, OREGON.

(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 5 percent per annum. In no way does  
this instrument change the terms 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.

SIGNED IN COUNTERPART  
Cynthia S. Ciongoli FIRST PARTY

Carolyn Barker  
Carolyn Barker 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 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 bal-  
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.)

STATE OF OREGON, County of Klamath  
This instrument was acknowledged before me on May 29, 2008  
by Carolyn Barker

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Shirley Daniel  
Notary Public for Oregon  
My commission expires 12/17/09

3/1/09

NN



# EXTENSION OF MORTGAGE OR TRUST DEED

Cynthia S. Ciongoli  
3945 Ceanothus Pl., Apt. P  
Calabasas, CA 91302  
 First Party's Name and Address

Carolyn Barker  
2870 Homedale Road  
Klamath Falls, OR 97603  
 Second Party's Name and Address

After recording, return to (Name, Address, Zip):  
Cynthia S. Ciongoli  
3945 Ceanothus Pl., Apt. P  
Calabasas, CA 91302

STATE OF OREGON, } ss.  
 County of \_\_\_\_\_

I certify that the within instrument was received for recording on \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Records of this County.

Witness my hand and seal of County affixed.

SPACE RESERVED  
FOR  
RECORDER'S USE

NAME TITLE

By \_\_\_\_\_, Deputy.

THIS AGREEMENT, Made and entered into on May 12, 2008, by and between Cynthia S. Ciongoli, hereinafter called the first party, and Carolyn Barker, hereinafter called the second party, and \_\_\_\_\_, hereinafter called the third party; WITNESSETH:  
 On or about April 14, 2006, Carolyn Barker, hereinafter called mortgagor, made, executed and delivered to Cynthia S. Ciongoli a promissory note in the sum of \$ 100,000.00, together with the mortgagor's mortgage securing the note. The mortgage was recorded in the Records of Klamath County, Oregon, on April 20, 2006, in book/reel/volume No. M06 on page 07734, and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (indicate which).

The first party is currently the owner and holder of the note and mortgage. The second party is the ☒ mortgagor ☐ successor in interest of the mortgagor (indicate which) of the note and mortgage and the current owner of the real property described in the mortgage. 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 \$ 107,750.00 and the date to which interest has been paid thereon is June 1, 2008.

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:

All due and payable on or before May 31, 2013

(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 5 percent per annum. In no way does this instrument change the terms 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.

Cynthia S. Ciongoli

SIGNED IN COUNTERPART  
Carolyn Barker 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 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 balance," 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.)

STATE OF OREGON, County of \_\_\_\_\_) ss.

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon  
 My commission expires \_\_\_\_\_

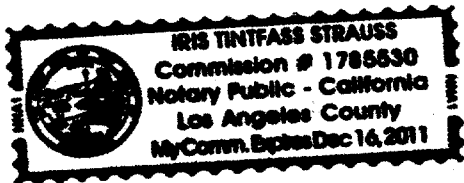
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On May 13, 2008 before me, Iris T. Strauss, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Cynthia S. Ciangoli  
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Iris T. Strauss  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: extension of mortgage & Trust Deed

Document Date: May 13, 2008 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here