## **EXTENSION OF MORTGAGE OR TRUST DEED**

| Robert Lander                                    |        |
|--|--------|
|  |        |
| First Party's Name and Address                   |        |
| Carol J. Treadwell                               |        |
|  |        |
| ***************************************          |        |
|  | 4      |
| Second Party's Name and Address                  |        |
| After recording, return to (Name, Address, Zip): |        |
|  | #81936 |
| After recording, return to (Name, Address, Zip): | #81936 |

## 2009-012865

Klamath County, Oregon



09/29/2009 11:10:24 AM SPACE RESE

Fee: \$47.00

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|---|

FOP RECORDE

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 \$\_21\_110.00\_\_\_\_, and the date to which interest has been paid thereon is October 5\_2009\_\_\_\_\_.

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:

Carol J. Treadwell, second party named above has hereby agreed to make the interest payments current to October 5, 2009 and a payment to the principal of \$38,890.00 with this extension agreement that extends the maturity date to September 25, 2010.

## (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 13%- 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 hoard of directors

| authorized to do so by order or its court of directors.   |  |
|---|--|
| X signed in counterpart Robert Lander FRST PARTY  | Carol J. Treadwell ECOND PARTY   |
| Robert Lander FIRST PARTY   | Carol J. Treadwellecond Panti  |
|   |  |
|   | THIRD PARTY  |
| IMPORTANT NOTICE: If the above extension comes within the purview of the Truth-In-<br>extension, AND if the obligation described above is other than one "upon which the an<br>ance," disclosures must be made by the first party pursuant to Section 226.8(e) of Reg<br>(NOTE: Only the first party's acknowledgment is required.) | Lending Act and Regulation Z, and if the first party above imposes a charge or fee for granting the nount of the finance charge is determined by the application of a percentage rate to the unpaid bal ulation Z. For this purpose, use Stevens-Ness Form No. 1319, or the equivalent.    SS.   SS.   See   See |
| (NOTE: Only the first party a acknowledgment is required.)  | K an a kh  |
| NOTARY STATE OF OREGON, County of   | Section her 22 2009  |
| This instrument was acknown   | wledged before me on   |
| L. Carol J. Troadwoll   | ,  |
| UV  |  |

This instrument was acknowledged before me on \_\_\_\_ OFFICIAL SEAL KRISTI L REDD-NOTARY PUBLIC- OREGON COMMISSION NO. 42174 MY COMMISSION EXPIRES NOV 16, 20

Notary Public for Oregon

|   | <u> FORM No. 61 – EXTENSION</u> | OF MORTGAGE OR TRUS | πD |
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| A-211/4      |
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| EXTENSION OF   |   | STATE OF OREGON,  | } ss.  |
|--|---|---|--|
| MORTGAGE OR TRUST DEED   |   | County of   | ∫ <sup>55</sup>  |
| Robert Lander  |   | I certify that the received for recording on .  | within instrument was  |
|  |   | at o'clock  | M., and recorded in  |
| First Party's Name and Address Carol J. Treadwell  | SPACE RESERVED  | book/reel/volume No<br>and/or as fee/file/instrum   |  |
| Carol J. Ireduweji   | FOR<br>RECORDER'S USE   | No, Records o   |  |
| Second Party's Name and Address  | NECONDER S USE  | Witness my hand and   | seal of County affixed.  |
| After recording, return to (Name, Address, Zip):   |   |   |  |
| umeriTitle Collection Escrow #81936  |   | NAME  | TITLE  |
| Clamath Falls, OR 97601  |   | Ву  | , Deputy,  |
|  |   | ·   |  |
| THIS AGREEMENT, Made and entered into on   | Ser   | otember 22, 2009  |  |
| ov and between Robert Lander   |   |   |  |
| hereinafter called the first party, and  | eadwell   |   |  |
| hereinafter called the third party; WITNESSETH:  |   |   |  |
| On or about March 5, 2008  | Carol J.  | Treadwell   |  |
| hereinafter called mortgagor, made, executed and delivered toRc<br>\$-60.000.00, together with the mortgagor's mortgage secur  | poert Lander  | ·   | promissory note in the sum o   |
| County, Oregon, on March 5, 2008   | ring the note, I he mortgag   | e was recorded in the Records of  | ne 002827  |
| ec/file/instrument/microfilm/reception No (indicate  |   | 01 pe   | gc -COZDZIII, amoor to   |
| The first party is currently the owner and holder of the note a  | and mortgage. The second  | party is the Mmortgagor _ success   | sor in interest of the mortgago  |
| indicate which) of the note and mortgage and the current owner of the ayment of the note, as surety, endorser, guarantor or otherwise. The u   | e real property described :   | in the mortgage. The third party, if a  | ny, is secondarily liable for th   |
| as been paid thereon is October 5, 2009  | inpaid principal balance of   | The note is \$  | , and the date to which interes  |
| The second party has requested an extension of the time(s) for   | or payment of the debt evi  | idenced by the note and secured by t  | the mortgage. The first party i  |
| villing to grant the extension as bereinafter set forth.   |   |   |  |
| NOW, THEREFORE, for value received, receipt of which is<br>of the current unpaid balance of the note as follows:   | neredy acknowledged by t  | he first party, the first party hereby e  | xtends the time(s) for paymen  |
| xtension agreement that extends th   | ne macuricy   | date to beptenik  | SEL 23, 2010.  |
|  |   |   |  |
|  |   |   |  |
| The sums now unpaid on the note and the declining balances   |   | hereafter at the rate of 13% pero   |  |
| nis instrument change the terms of the note and mortgage or curtail or<br>ny, and the extension granted herein.  | - •   | •   | ,  |
| The second party hereby agrees to pay the current unpaid bala<br>eing payable at the time(s) set forth in the note.  | ance of the note, together w  | vith the interest, promptly at the time   | (s) set forth above, the interes   |
| The third party, if any, agrees to such extension of time(s) and<br>In construing this instrument, the singular includes the plural,   | , "mortgage" includes trus  | the current debt is hereby increased, t deed, "mortgagor" includes grantor  | to such increase.<br>, and all grammatical change  |
| hall be made so that this instrument shall apply equally to corporation<br>IN WITNESS WHEREOF, the parties hereto have   |   | nent in duplicate on the date f   | irst written above. If an  |
| ndersigned party is a corporation, it has caused its name  | to be signed and its  | seal, if any, affixed by an off   | icer or other person duly  |
| uthorized to do so by order of its board of directors.   | <b>-</b>  | ,,,   | er or own bridge and   |
| Robert Lander  |   | signed in counte  | rnart  |
| bert Lander FIRST PARTY  | Carol   | J. Treadwel BECOND PARTY  | .r par c   |
|  |   |   |  |
| APARTALIS ALBERTAN AND AND AND AND AND AND AND AND AND A   |   | THIRD PARTY   | <del>-</del>   |
| PORTANT NOTICE: If the above extension comes within the purview of the Tri<br>dension, AND if the obligation described above is other than one "upon which<br>nos," disclosures must be made by the first party pursuant to Section 228.8(e) | un-in-Lending Act and Reguli<br>the amount of the finance che<br>of Regulation Z. For this ouro | Mion Z, and if the first party above impos<br>arge is determined by the application of a<br>cas, use Stavens-Mean Form No. 1319, or | es a charge or fee for granting the<br>percentage rate to the unpaid bat<br>the equivalent |
| OTE: Only the first party's acknowledgment is required.)   |   |   | administr.   |
| NOTARY STATE OF OREGON, County   | y of  | ) ss.   |  |
| by   |   | ne on   |  |
|  |   | ne on   |  |
| by   |   |   |  |
| as   |   |   |  |
| of   |   |   |  |
|  |   |   |  |
|  | Notary Publ   | ic for Oregon   |  |

My commission expires

## Notary Jurat for "Extension of Mortgage or Trust Deed"

| State of Oregon County of  |  |
|--|--|
| On this 23rd day of September, 2009  | , personally appeared before me the above named foregoing instrument to be his/her/their voluntary act and deed. |
| WITNESS My hand and official seal.   |  |
| [Secretaries of the control of the c | Notary Public for Oregon My Commission expires: 2/5/1/   |
| OFFICIAL SEAL J. MYERS NOTARY PUBLIC-OREGON COMMISSION NO. 413538 MY COMMISSION EXPIRES FEB. 5, 2011   | My Commission expires:   |