

2009-015048

Klamath County, Oregon

MORTGAGOR NAME & ADDRESS:
Gregory M. Colvin and Shelly G. Colvin



00075933200900150480020024

11/24/2009 10:40:38 AM

Fee: \$42.00

MORTGAGEE NAME & ADDRESS:
George E. Shinn and Nancy M. Shinn
1040 East 13th St
Coquille, OR 97423

SEND TAX STATEMENTS TO:
unchanged

AFTER RECORDING RETURN TO:
Neal G. Buchanan, 435 Oak Ave.
Klamath Falls, OR 97601

MODIFICATION OF MORTGAGE OR TRUST DEED AND PROMISSORY NOTE

... This Agreement made and entered into effective the 8th day of October, 2009, by and between **GEORGE E. SHINN and NANCY M. SHINN, or survivor**, hereinafter called "First Party" and **GREGORY M. COLVIN and SHELLY G. COLVIN, husband and wife** hereinafter called "Second Party."

On or about the 10th day of November, 2006, Gregory M. Colvin and Shelly G. Colvin, husband and wife executed and delivered a certain Promissory Note in the sum of \$46,000.00, together with the Second Party's Trust Deed, hereinafter called the "Security Agreement," securing the note. The Trust Deed was recorded in the Records of Klamath County, Oregon, on the 1st day of December, 2006 at Vol. 2006, Page 0023956, reference to which hereby is made;

The First Party currently is the owner and holder of said Note and Trust Deed.

The Note and Trust Deed provides in relevant part that the entire unpaid balance shall be due and payable on or before December 1, 2009. Second Party has requested an extension of such due date.

NOW, THEREFORE, for and in consideration of the agreement by Second Party to certain modifications of the Trust Deed and Note, the parties agree that the aforementioned Promissory Note and Trust Deed shall be modified such that there is included therein the modified or additional provisions as follows:

1) The payment provisions thereof shall be modified so as to provide that the final payment of principal and interest, if not sooner paid, shall be due and payable on or before the 1st day of December, 2012;

Excepting insofar as the within modification changes certain of the provisions of the referenced Trust Deed and Note, all remaining provisions of the Promissory Note secured by Trust Deed shall remain in full force and effect.

In construing this 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 effective 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.

FIRST PARTY:

George E. Shinn
GEORGE E. SHINN

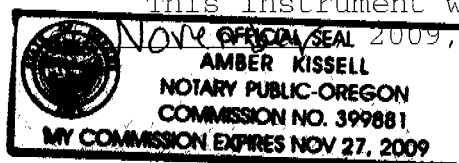
Nancy M. Shinn
NANCY M. SHINN

Nancy M. Shinn Coos
STATE OF OREGON, County of Klamath) ss.

SECOND PARTY:

Gregory M. Colvin
GREGORY M. COLVIN

Shelly G. Colvin
SHELLY G. COLVIN



This instrument was acknowledged before me on the 18th day of November, 2009, by George E. Shinn and Nancy M. Shinn.

Amber Kissell
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 11-27-09

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 10th day of November, 2009, by Gregory M. Colvin and Shelly G. Colvin.

Tammy L. Swetzof
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: July 9, 2013

