

EC

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



**EXTENSION OF
MORTGAGE OR TRUST DEED**

2010-008074

Klamath County, Oregon



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07/02/2010 02:52:34 PM

Fee: \$37.00

James Rust & Mata A. Rust

27640 Westside Road

Klamath Falls, OR 97601

First Party's Name and Address

Daniel J. Morehouse & Valerie B. Morehouse

5241 Shasta Way

Klamath Falls, OR 97603

Second Party's Name and Address

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

AmeriTitle #78892

300 Klamath Avenue

Klamath Falls, OR 97601

SPACE RESER
FOR
RECORDER'S

THIS AGREEMENT, Made and entered into on June 7, 2010,
by and between James Rust and Mata A. rust, husband and wife, or the survivor thereof,
hereinafter called the first party, and Daniel J. Morehouse and Valerie B. Morehouse, as tenants by the
hereinafter called the second party, and /entirety,
hereinafter called the third party; WITNESSETH: Daniel J. Morehouse & Valerie B. Morehouse, H&W and

On or about April 2, 2007 / Peter Pigeon & Nicole Pigeon, H&W
hereinafter called mortgagor, made, executed and delivered to James Rust & Mata A. Rust, H&W, or the survivor thereof,
\$ 68,000.00, together with the mortgagor's mortgage securing the note. The mortgage was recorded in the Records of Klamath
County, Oregon, on April 6, 2010, in ☐ book ☐ reel ☒ volume No. 2007 on page 006456
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 \$ 67,943.72, and the date to which interest
has been paid thereon is June 6, 2010

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:

Interest rate to change to 5% per annum as of June 6, 2010
Minimum monthly installment to be changed to \$537.75 beginning with July 6, 2010 payment,
then continue to be due on the 6th day of each month thereafter until remaining
balance, together with any interest, becomes due and payable in full on or before
June 6, 2017.
Therefore, maturity date is extended to June 6, 2017.

(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.

X James Rust
James Rust
X Mata A. Rust
Mata A. Rust

Daniel J. Morehouse by Valerie B. Morehouse
Daniel J. Morehouse
Valerie B. Morehouse
Valerie B. Morehouse
as his attorney in fact

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.
(NOTE: Only the signature of the first party need be acknowledged.)

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 7, 2010
by James Rust and Mata A. Rust

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/2011

37AWT