FORM No. 51 - EXTENSION OF MORTGAGE OR TRUST DEED NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS. 2010-013182 **EXTENSION OF** Klamath County, Oregon **MORTGAGE OR TRUST DEED** Dennis A. Ensor & Sandra L. Ensor P.O. Box 496 Merrill, OR 97633
First Party's Name and Address 11/12/2010 11:28:55 AM SPACE RES Randy L. Shaw & Carolyn J. No. \_\_\_\_\_, Records of this County. RECORDER'S USE 2333 Summers Lane Witness my hand and scal of County affixed. Klamath Falls, OR Second Party's Name and Address AMERITITLE has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency ME or as to its effect upon the title to any real property After recording, return to (Name, Address, Zip):
AmeriTitle Account #69891 TITLE 300 Klamath Avenue that may be described therein. Klamath Falls, OR October 27, 2010 THIS AGREEMENT, Made and entered into on a by and between Dennis A. Ensor and Sandra L. Ensor, husband and wife, or the survivor thereof hereinafter called the first party, and Randy L. Shaw and Carolyn J. Shaw, husband and wife hereinafter called the second party, and \_\_\_\_\_\_ hereinafter called the third party; WITNESSETH: Randy L. Shaw & Carolyn J. Shaw, husband and wife On or about \_\_\_\_July 21, 2005 hereinafter called mortgagor, made, executed and delivered to Dennis A. Ensor & Sandra L. Ensor a promissory note in the sum of \$\_90,000.00\_\_\_, together with the mortgagor's mortgage securing the note. The mortgage was recorded in the Records of \_\_\_\_Klamath\_ County, Oregon, on \_\_\_\_\_\_July 22, 2005 , in throok theet theolume No. MO5 on page 56594 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 \$\_\_68\_2929\_66\_\_\_, and the date to which interest has been paid thereon is \_\_October\_15\_\_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: The maturity date is to be extended to October 15, 2015. Interest rate to remain the same 6.5 % per annum and monthly payment to be reamortized over 180 months. Interest will be due on the above mentioned unpaid balance from October 15, 2010, with new monthly payment of \$600.47 to begin to be due on November 15, 2010 and continue to be due on the 15th day of each month, until the remaining balance, both principal and interest, will become due and payable in full on or before October 15, 2015. (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 6.5% 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. Shaw IMPORTANT NOTICE: If the above extension comes within the purview of the Truth-in-Lending Act and Regulation Z, and if the first party ab extension, AND if the obligation described above is other than one "upon which the amount of the finance charge is determined by the appliance," disclosures must be made by the first party pursuant to Section 226.8(e) of Regulation Z. rge or feeter granting the age rate to file who did still L CAROL A MC CULLOUGH NOTARY PUBLIC- ( COMMISSION NO MY COMMISSION EXPIRES (NOTE: Only the signature of the first party need be acknowledged.) This instrument was acknowledged before me on 10128/1104 Dennis a Enger and sendia I. This instrument was acknowledged before me on by

Notary Public for Oregon

OFFICE.

NOTARY PUBLIC- GRESS: COMMISSION NO. 443680 MMISSION EXPIRES NOV 07, 201

## State of Oregon County of <u>Klamath</u>

On this 11th day of November, 2010, personally appeared before me the above named Randy L. Shaw and Carolyn J. Shaw, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. This notary is attached to the Extension of Mortgage or Trust Deed dated October 27, 2010 for Trust Deed M05, Page 56594.

WITNESS My hand and official seal.

OFFICIAL SEAL
CAROL A MC CULLOUGH
NOTARY PUBLIC- OREGON
COMMISSION NO. 443680
MY COMMISSION EXPIRES NOV 07, 2013

Notary Public for Oregon

My Commission expires: They