

2012-013916

Klamath County, Oregon

**MORTGAGOR NAME & ADDRESS:**

Gregory M. Colvin and Shelly G. Colvin  
28044 Petersteiner Road  
Bonanza, OR 97623



00128630201200139160020022

12/13/2012 03:45:08 PM

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, Attorney  
435 Oak Ave.  
Klamath Falls, OR 97601

**MODIFICATION OF MORTGAGE OR TRUST DEED AND PROMISSORY NOTE**

This Agreement made and entered into effective the 10  
day of ~~October~~ <sup>December</sup>, 2012, 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. By a certain Extension recorded at 2009-15048 the said date was extended. Second Party has requested a further 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, 2013;

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

SECOND PARTY:

Gregory M. Colvin  
GREGORY M. COLVIN  
Shelly G. Colvin  
SHELLY G. COLVIN

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 10 day of December, 2012 by George E. Shinn and Nancy M. Shinn.



Sara A. Osborn  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 9th day of November, 2012 by Gregory M. Colvin and Shelly G. Colvin.

Amy J. Hiatt  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: Feb 23, 2015

