2013-013428 Klamath County, Oregon



12/06/2013 09:01:58 AM

Fee: \$52.00

EXTENSION OF NOTE AND TRUST DEED Klamath County

Grantor's Name and Address Maria M. Egbert 3104 South Side Bypass Klamath Falls. OR 97603

Beneficiary's Name and Address
Patricia A. Humphrey
2566 Heritage Way
Medford, OR 97504

After recording return to: Eric R. Stark 100 E. Main St., Suite M Medford, OR 97501

This agreement, made and entered into on <u>December 4</u>, 2013, by and between Maria M. Egbert, hereinafter "Grantor", and Patricia A. Humphrey, Trustee of the John S. Humphrey Profit-Sharing Plan, hereinafter "Beneficiary".

On or about August 10, 2001, Grantor, as Borrower, made, executed, and delivered to Beneficiary a Promissory Note, then in the principal unpaid balance, in the sum of \$226,000. The Promissory Note was secured by a Trust Deed, which was recorded on August 17, 2001, Volume M01, Page 41626 of the official records of Klamath County, Oregon. A modification of the above-referred Note and Deed of Trust, dated July 6, 2006, was entered by the parties, and recorded July 17, 2006, document number M06-14344 of the offical records of Klamath County, Oregon.

Beneficiary is currently the owner and holder of the Note and the Trust Deed. The Grantor is currently the owner of the real property described in the Trust Deed.

Grantor and Beneficiary desire to extend the time for payment of the debt, evidenced by the Promissory Note and secured by the Trust Deed. Beneficiary is willing to grant the extension as hereinafter set forth.

Extension of Note and Trust Deed - Page 1

Now therefore, for value received, which is hereby acknowledged by Grantor, Beneficiary, under the Trust Deed and as the Note holder, as designated under the terms of that certain Promissory Note and Trust Deed, hereby extends the time of the current unpaid balance of the Promissory Note and Trust Deed, as follows:

- 1. The payment term of the above-referenced Promissory Note and Trust Deed securing the Promissory Note is hereby extended until December 31, 2023, at which time the entire unpaid principal balance and accrued interest, if any, if not sooner paid, shall be all due and payable.
- 2. The remaining balance of the Promissory Note as of November 13, 2013 is in the amount of \$218,009.56, and the declining balance thereof, will continue to bear interest at the rate of 12% per annum, which is the interest rate currently charged at the time of this Extension.

This instrument does not change the terms of the Note or the Trust Deed, and does not enlarge the rights or obligations of parties hereunto, excepting only the extension of time in which to make payment herein.

Grantor hereby agrees to pay the current unpaid balance of the Promissory Note together with interest, as designated herein, promptly and at such times as set forth in the Promissory Note as modified, including all interest accruing thereon at the interest rate currently charged at the time of this Extension..

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes should be made so that this instrument shall apply equally to businesses, other entities, or individuals.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

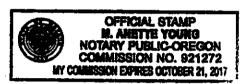
> Patricia A. Humphrey, Trustee of the John S. Humphrey Profit-Sharing

Plan, Beneficiary

Maria M. Egbert, Grantor

STATE OF OREGON)
)ss.
COUNTY OF JACKSON)

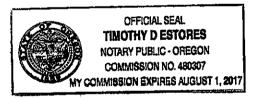
This instrument was acknowledged before me this 4th day of December 2013, by Patricia A. Humphrey, POA Gordon Humphrey.



Notary Public for Oregon

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

This instrument was acknowledged before me this \geq day of $\frac{2013}{2013}$, by Maria M. Egbert.



Notary Public for Oregon