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NO PART OF ANY STEVENS-NESS FORM MAY BE REPROD

2013-013991

Klamath County, Oregon



00146585201300139910020021

12/23/2013 02:34:58 PM

Fee: \$42.00

EXTENSION OF  
MORTGAGE OR TRUST DEED

MARILYN COLE-HESTON, TRUSTEE  
218116202 ARENA DRIVE  
ROMONA, CA 92065

First Party's Name and Address

CHARLOTTE R. DELPRINO, TRUSTEE  
4733 SNOW GOOSE DRIVE  
ECMANZA, OR 97623

Second Party's Name and Address

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

MARILYN COLE-HESTON, TRUSTEE  
SAME AS ABOVE

SPACE RESERVED  
FOR  
RECORDER'S USE

received for recording on \_\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_  
and/or as fee/file/instrument/microfilm/reception  
No. \_\_\_\_\_, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

THIS AGREEMENT, Made and entered into on DECEMBER 10, 2013  
by and between MARILYN COLE-HESTON, TRUSTEE OF THE MARILYN COLE-HESTON TRUST  
hereinafter called the first party, and CHARLOTTE R DELPRINO, TRUSTEE OF THE FRED DELPRINO AND CHARLOTTE R DELPRINO  
hereinafter called the second party, and LIVING TRUST  
hereinafter called the third party; WITNESSETH:

On or about DECEMBER 15, 2004 CHARLOTTE R DELPRINO, TRUSTEE OF THE FRED DELPRINO AND CHARLOTTE  
R. DELPRINO LIVING TRUST hereinafter called mortgagor, made, executed and delivered to MARILYN COLE-HESTON TRUSTEE OF THE MARILYN COLE-HESTON TRUST a promissory note in the sum of

\$ 200,000.00, together with the mortgagor's mortgage securing the note. The mortgage was recorded in the Records of KLAMATH  
County, Oregon, on DECEMBER 21, 2004 in ☐ book ☐ reel ☒ volume No. 404 on page 87361

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 \$ 225,000.00, and the date to which interest  
has been paid thereon is OCTOBER 15, 2013

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 EXTENDED TO SEPTEMBER 30, 2017,  
MONTHLY PAYMENTS WILL BE \$1207.85 DUE ON THE 15<sup>TH</sup>  
OF THE MONTH BEGINNING OCTOBER 15<sup>TH</sup>, 2013.

(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.

MARILYN COLE-HESTON, TRUSTEE OF THE MARILYN  
COLE-HESTON TRUST

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 \_\_\_\_\_

by \_\_\_\_\_

This instrument was acknowledged before me on 12/12/13by Charlotte R. DelPrinoas Trusteeof The Fred DelPrino and Charlotte R. DelPrino Living Trust

Notary Public for Oregon

My commission expires 11/16/2015

NOTARY ACKNOWLEDGEMENT FOR EXTENSION OF MORTGAGE/TRUST DEED DOCUMENT  
DATED DECEMBER 20, 2013

State of California

County of San Diego

Notary Public

On 12-16-13 before me, Susan L. Wilson, (here insert name and title of the officer), personally appeared Marilyn Cole-Heston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan L. Wilson (Seal)

