## 2014-000767 Klamath County, Oregon



01/28/2014 11:03:43 AM

Fee: \$47.00

## EXTENSION OR REARRANGEMENT OF LOAN AGREEMENT/ PROMISSORY NOTE AND TRUST DEED

STATE OF OREGON	) ) ss.	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KLAMATH	)	

WHEREAS, ALEJANDRO RIVERA of 4442 Avalon Place, Klamath Falls, Oregon, 97603, hereinafter called "Borrower" being legally obligated to pay that certain Promissory Note in the original principal sum of SEVENTY-SIX THOUSAND DOLLARS and ZERO CENTS (\$76,000.00), dated Janaury 2, 2007, hereinafter called "Note", executed by the undersigned, payable to ORLYNN BUTLER, or order, hereinafter called "Lender", secured by a Trust Deed, dated January 2, 2007, and recorded on January 8, 2007, as Instrument Number 2007-000290, in the Official Records of Klamath County, State of Oregon, hereinafter called "Mortgage", covering the following described real estate, located in Klamath County, State of Oregon, to-wit:

Lot 111 of FIRST ADDITION TO CASITAS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

hereinafter called "Real Estate",

WHEREAS, the Lender interest in said Note and Mortgage was then assigned to INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership, by an Promissory Note Endorsement, dated March 22, 2007, and an Assignment Of Trust Deed, dated March 22, 2007, recorded April 3, 2007, as Instrument Number 2007-006200, in the Official Records of Klamath County, State of Oregon,

WHEREAS, the Lender and Borrower executed an Extension Or Rearrangement Of Loan Agreement / Promissory Note and Trust Deed, dated December 12, 2011,

and Borrower and Lender now desires to extend or rearrange the time or manner of payment of the Note and to extend and carry forward the lien of the Mortgage on the Real Estate, and

WHEREAS, INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership, the legal owner and holder of the Note and of the Mortgage, and as successor Lender, in consideration of the premises and at the request of the Borrower has agreed to extend or rearrange the time or manner of payment of the Note and the Mortgage as hereinafter provided:

NOW, THEREFORE, in consideration of the extension or rearrangement of the time or manner of payment of the Note as hereinafter set forth by Lender, Borrower hereby renews the Note and promises to pay to Lender, in the City of Boise, State of Idaho, the sum of SEVENTY-EIGHT THOUSAND ONE HUNDRED NINETY-ONE DOLLARS AND NINE CENTS (\$78,191.09) (being the present unpaid balance of the Note, as of December 8, 2013, plus accrued interest of \$2,318.21), together with interest thereon at the rate under the Note after the date hereof until paid in full and shall be payable as follows:

In equal consecutive monthly installments of SIX HUNDRED FIFTY-FOUR DOLLARS and TWENTY-ONE CENTS (\$654.02) each, including interest, commencing on the 8th day of Janaury, 2014, and continuing on the same day of each succeeding month thereafter until December 8, 2033, when the entire balance of principal and accrued interest shall be due and payable. Each installment shall be applied as set forth in the original Note.

The Borrower acknowledges and agrees the Lender has fully performed each and every one of its obligations under the subject Note and Mortgage on a timely basis. The Borrower acknowledges the validity and enforceability of the subject Note and Mortgage and any modifications made thereto which includes (and hereinafter includes) the Note and this Agreement, and the Borrower hereby waives, discharges and releases any and all claims and defenses that they may have against the Lender, whether known or unknown, or which might affect the enforceability of the subject Note and Mortgage and any modifications made thereto. The Borrower further acknowledge they have no defenses, counterclaims, setoffs or rights of setoff against the Lender and/or against the enforceability of the subject Note and Mortgage and any modifications made thereto. The Borrower agrees that the waiver, discharge and release herein represent an essential part of the consideration bargained for and received by the Lender in return for this Agreement.

The Borrower acknowledges and agrees that the Note was declared by Lender to be in default and in foreclosure proceedings. With the execution and recordation of this Agreement, Lender reinstates the subject Note and Mortgage as if the default had not occurred and rescinds any call for the acceleration of the full amount of principal which has not been paid and all interest plus cost and expenses that is owed under the Note and secured by the Mortgage.

The Borrower hereby extends the lien of the Mortgage on the Real Estate until the indebtedness evidence by the Note as so renewed and extended has been fully paid, and agrees that such extension or rearrangement shall in no manner affect or impair the Note or the lien of the Mortgage, the purpose of this instrument being simply to extend or rearrange the time or manner of payment of the Note and the Borrower further agrees that all terms and provisions of the original Note and of the Mortgage shall be and remain in full force and effect as written, except as otherwise expressly provided for herein.

IN WITNESS WHEREOF, the Borrower ha	s duly executed this instrument.
Dated this Ol day of 18	, 2014.

sanches Prierra Lender: Borrower: By:

INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership

INVESTORS FINANCIAL CORPORATION, an Idaho Corporation, General Partner

S. R. TAYLOR, President & Chief Operating Officer

) ss.

STATE OF OREGON County of Llamath

On this \\ \frac{18}{8} \] day of \( \sum \) \( \frac{1}{2} \), in the year 2014, before me, a Notary Public in and for said State, personally appeared ALEJANDRO RIVERA, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above

Print Name Amanda Malean

Notary Public for Olegon

Residing at Wamath Falls, or
My commission expires: August 14, 2015

Notary Public in and for said State, personally appeared S. R. TAYLOR, known or identified to me to be the President and Chief Operating Officer of INVESTORS FINANCIAL CORPORATION, an Idaho corporation, the corporation that executed the above instrument as the General Partner of INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership, and acknowledged to me

On this 10th day of January, in the year 2014, before me, a

that such corporation executed the same on behalf of such partnership. IN WITNESS WHEREOF, I have hereunto set my hand and

affixed my official seal the day and year in this certificate first above

Print Name Marilyn G. Thorndyke

Notary Public for Idaho Residing at Boise

By:

STATE OF IDAHO

County of ADA

written.

My commission expires: April 16, 2016

OFFICIAL SEAL AMANDA R MC LEAN NOTARY PUBLIC - OREGON COMMISSION NO. 460960 MY COMMISSION EXPIRES AUGUST 14, 2015 MARILYN G. THORNDYKE **NOTARY PUBLIC** STATE OF IDAHO