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NO PART OF ANY STEVENS-NESS FORM MAY BE REPROD

2014-010041

Klamath County, Oregon



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09/29/2014 12:12:43 PM

Fee: \$42.00

EXTENSION OF MORTGAGE OR TRUST DEED

WINEMA MOTORS INC
4420 LAHABRA WAY
KLAMATH FALLS, OR 97603
First Party's Name and Address

PELICAN BUTTE PROPERTIES, LLC
522 SOUTH 5TH STREET
KLAMATH FALLS, OR 97601
Second Party's Name and Address

SPACE RESERVED FOR RECORDER'S USE

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

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

THIS AGREEMENT, Made and entered into on OCTOBER 25, 2010, by and between WINEMA MOTORS, INC., AN OREGON CORPORATION hereinafter called the first party, and PELICAN BUTTE PROPERTIES LLC, AN OREGON LIMITED LIABILITY CO., hereinafter called the second party, and hereinafter called the third party; WITNESSETH:

On or about AUGUST 26, 2004 PELICAN BUTTE PROPERTIES LLC, AN OREGON LIMITED LIABILITY CO hereinafter called mortgagor, made, executed and delivered to WINEM MOTORS INC, AN OREGON CORP. a promissory note in the sum of \$ 375,000.00, together with the mortgagor's mortgage securing the note. The mortgage was recorded in the Records of KLAMATH County, Oregon, on AUGUST 31, 2004, in book reel volume No. M04 on page 58273, and/or as fee file instrument microfilm reception No. (indicate which).

The first party is currently the instrument 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 \$, and the date to which interest has been paid thereon is

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:

CONTINUE THE TERMS AND CONDITIONS OF THE CURRENT TRUST DEED FOR AN ADDITION 60 MONTHS

(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 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 agreement 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.

Paul W. Flury - FIRST PARTY

William J. Cain SECOND PARTY

THIRD PARTY

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 balance," 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.

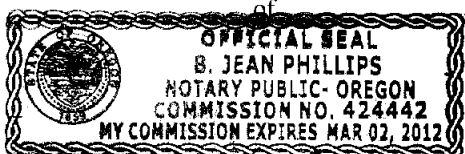
This instrument was acknowledged before me on October 25, 2010 by Paul W. Flury and William J. Cain

This instrument was acknowledged before me on

by

as

of



Notary Public for Oregon
My commission expires 3-2-12

Paul Flury