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2014-010820

Klamath County, Oregon



00160210201400108200010011

10/15/2014 02:35:21 PM

Fee: \$42.00

EXTENSION OF MORTGAGE OR TRUST DEED

The Craig and Candy Peters Family Living Trust

39404 Hwy 62, Chiloquin, OR 97624

Mortgagee's Name and Address*

James C. and Alison G. Litts

3612 Maidu Dr

Chiloquin, OR 97624

Mortgagor's Name and Address*

Guarantor's Name and Address*

After recording, return to (Name and Address):

Craig Peters

39404 Hwy 62

Chiloquin, OR 97624

*ORS 205 requires the first page of a recorded document to show the names and addresses of all parties. Use Stevens-Ness Form No. 1256, Cover Sheet for Instrument to be Recorded, if you need additional space.

SPACE RESERVED
FOR
RECORDER'S USE

THIS AGREEMENT, Made and entered into on Oct. 10, 2008
by and between C. Peters Construction, Inc. (Changed - See Mortgagee above)
hereinafter called mortgagee, and James C. and Alison G. Litts
hereinafter called mortgagor, and
hereinafter called guarantor; WITNESSETH:

On or about Oct 10, 2008, mortgagor, made, executed and delivered to mortgagee a promissory note in the sum of \$ 188,000.00, together with mortgagor's mortgage securing the note. The mortgage was recorded in the Records of Klamath County, Oregon, on Oct 10, 2008, in ☐ book ☐ reel ☒ volume No. 2008 on page 1409, and/or as ☐ fee ☐ file ☐ instrument ☐ microfilm ☐ reception No. _____ (indicate which).

Mortgagee is currently the owner and holder of the note and mortgage. Mortgagor 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. Guarantor, 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 \$ 174,906.52, and the date to which interest has been paid thereon is Sept 12, 2014 Oct 8, 2014 up to 174,528.14 up to 9/1

Mortgagor has requested an extension of the time(s) for payment of the debt evidenced by the note and secured by the mortgage. Mortgagee is willing to grant the extension as hereinafter set forth.

NOW, THEREFORE, for value received, receipt of which is hereby acknowledged by mortgagee, mortgagee hereby extends the time(s) for payment of the current unpaid balance of the note as follows:

due date for this note is extended to Oct 20, 2015.
Interest rate and monthly payment amount remain unchanged.

(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.

Mortgagor 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.

Guarantor, 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, where the context so requires, the singular includes the plural, "mortgage" includes trust deed, "mortgagor" includes grantor of a trust deed, "mortgagee" includes beneficiary under a trust deed, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to 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.

Craig Peters Trustee

MORTGAGEE

Candace Ruth Peters Trustee

James C. and Alison G. Litts

MORTGAGOR

Alison G. Litts

GUARANTOR

IMPORTANT NOTICE: If the above extension comes within the purview of the Truth-in-Lending Act and Regulation Z, and if the mortgagee 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 mortgagee pursuant to Section 226.8(e) of Regulation Z.

(NOTE: Only the signature of mortgagee need be acknowledged.)

STATE OF OREGON, County of Klamath

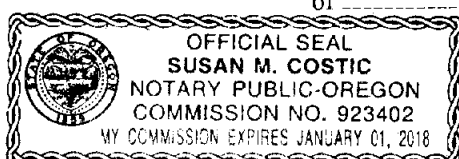
This instrument was acknowledged before me on October 15, 2014
by CRAIG PETERS

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Susan M. Costic
Notary Public for Oregon
My commission expires 01/01/2018