Filed for Record at Request of

Name:

Investors Financial Limited Partnership

Address:

P.O. Box 8507

City and State:

Boise, Idaho 83707

2021-011494 Klamath County, Oregon

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

## DOCUMENT TITLE

SHERRI L. BOYD, Individually, Grantor

INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership, Grantee

## 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, SHERRI L. BOYD, Individually, of 5081 Harlan Drive, Klamath Falls, Oregon, 97603-7527, by virtue of the Warranty Deed executed by STANLEY C. SMITH, dated March 25, 2003, recorded March 25, 2003, in Volume MO3, at Page 18110, in the records of Klamath County, State of Oregon, hereinafter called "Borrower" being legally obligated to pay that certain Promissory Note in the original principal sum of Seventy-Four Thousand Eight Hundred Dollars and Zero Cents (\$74,800.00), dated June 11, 2002, hereinafter called "Note", executed by the undersigned, payable to CAROL A. HOSKINS, or order, hereinafter called "Lender", secured by a Trust Deed, dated June 11, 2002, and recorded on June 11, 2002, in Volume MO2, at Pages 34234-36, rerecorded on June 12, 2002, in Volume MO2, at Pages 34413-16, 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:

The Southeasterly 61.5 feet of Lot 30, HOMEDALE, more particularly described as follows: Beginning at a point on the Northeasterly boundary of Harlan Drive, which point is the most Southerly corner of said Lot 30; thence Northwesterly along said boundary of Harlan Drive, a distance of; 61.5 feet; thense Northeasterly parallel to the Southeasterly line of said Lot 3, 300 feet, more or less, to the Northereasterly line of Lot 30, thence Southeasterly along the Northeasterly line of Lot 30, a distance of; 61.5 feet, more or less, to the most Easterly corner of said lot; thence Southwesterly along the Southeasterly line of said Lot 30; a distance of 300 feet, more or less, to the point of beginning.

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 6, 2003, and an Assignment of Deed Of Trust, dated March 6, 2003, recorded March 13, 2003, in Volume MO3, at Pages 15292-93, in the Official Records of Klamath County, State of Oregon,

WHEREAS, the Lender and Borrower executed an Extension Or Rearrangment Of Loan Agreement / Promissory Note And Trust Deed, dated July 10, 2012,

WHEREAS, the Lender and Borrower executed an Extension Or Rearrangment Of Loan Agreement / Promissory Note And Trust Deed, dated August 5, 2014, recorded August 14, 2014, as Insturment Number 201-008483, the Official Records of Klamath County, State of Oregon,

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 FORTY-EIGHT THOUSAND FIVE HUNDRED FOUR DOLLARS and FORTY-TWO CENTS (\$48,504.42) (being the present unpaid balance of the Note, as of July 12, 2021, 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 FOUR HUNDRED FORTY-EIGHT DOLLARS and FORTY-SIX CENTS (\$448.46) each, including interest, commencing on the 12th day of August, 2021, and continuing on the same day of each succeeding month thereafter until July 12, 2023, 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. In addition to the monthly installments defined herein, the Borrower agrees to pay Lender an additional monthly amount in accordance with a Tax and Insurance Reserve Agreement, executed July 10, 2012.

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 has duly executed this instrument.

Dated this 23 day of Tuy, 2021

Borrower:

Lender:

INVESTORS FINANCIAL LIMITED PARTNERSHIP,

By:

an Idaho Limited Partnership
INVESTORS FINANCIAL CORPORATION,

an Idaho Corporation, General Partner

By:

STATE OF IDAHO

County of ADA

S. R. TAYLOR, President & Chief Operating Officer

STATE OF OREGON

County of KLAMATH

On this 23rd day of July, in the year 2021 before me, a Notary Public in and for said State, personally appeared SHERRI L. BOYD, Individually, known or identified to me to be the \_, in the year 2021, person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same.

\_day of July, in the year 2021, before me, a 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 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

writter

Print Name Debornh Notary Public for O Legar Residing at Hamath F

Torrit

FAILS My commission expires: March 21 57 2025

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

Brint Name Marilyn G. Thorndyke

OFFICIAL STAMP DEBORAH TORRIE NOTARY PUBLIC - OREGON COMMISSION NO. 1010394 MY COMMISSION EXPIRES MARCH 21, 2025

MARILYN G. THORNDYKE NOTARY PUBLIC - STATE OF IDAHO **COMMISSION NUMBER 41977** MY COMMISSION EXPIRES 4-16-2022