

SN

THIS AGREEMENT made and entered into this 31st day of AUGUST 1984, by and between **TIMBER COMMUNITY BANK**, hereinafter called first party, and **GENE E. STONE AND JANICE E. STONE** hereinafter called second party, and **hereinafter called third party, WITNESSETH**

RECITALS: On or about SEPTEMBER 12, 1983, **GENE E. STONE AND JANICE E. STONE** (hereinafter called mortgagor), made, executed and delivered to **TIMBER COMMUNITY BANK** a promissory note in the sum of \$97,500.00, together with the mortgagor's mortgage or trust deed (hereinafter called the security agreement) securing said note; said security agreement was recorded in the Mortgage Records of **SKAMANIA COUNTY** County, Oregon, on the 20th day of SEPTEMBER 1983, in book 59, at page 639-642, thereof or as file number 96404, reel number (indicate which); reference to said recorded document hereby is made for a better description of said note, the terms thereof, the time or times within which said note was to be paid and a description of the real property securing said note.

The first party herein currently is the owner and holder of said note and security agreement; the second party herein is the said mortgagor, the successor-in-interest of the mortgagor (indicate which) and the current owner of the real property described in said security agreement. The third party, if any, is secondarily liable for the payment of said note, either as surety, endorser, guarantor or otherwise. The principal balance of said note now unpaid is \$78,203.52, interest thereon is paid to AUGUST 31, 1984.

The second party has requested an extension of the time or times for the payment of the debt evidenced by said note and secured by said security agreement and the first party is willing to grant the extension hereinabove set forth.

NOW, THEREFORE, for value received, the receipt of which hereby is acknowledged by the first party, the first party hereby extends the time or times for the payment of the current unpaid balance of said note as follows:

48 monthly payments of \$1,629.24 plus interest beginning 9/30/84 and each month thereafter until maturity on 8/30/88.

**RAINIER NATIONAL PRIME 8.200%

The same sum unpaid on said note and the declining balance thereof shall bear interest hereafter at the rate of 8.200 percent per annum. In no way does this instrument change the terms of said note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, excepting only as to the change in the interest rate, if any, and the extension herein granted.

The second party hereby agrees to pay the current unpaid balance of said note promptly at the time or times, together with the interest, above set forth, interest being payable at the times stated in said note.

The third party, if any, agrees to such extension of time and, if the rate of interest on said current debt is increased, to such increase.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written, in duplicate.

TIMBER COMMUNITY BANK

Gene E. Stone

SECOND PARTY GENE E. STONE

JANICE E. STONE

SECOND PARTY JANICE E. STONE

Third Party

JANICE E. STONE

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 such extension AND if the obligation described above is other than "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 said first party pursuant to Section 226.8(e) of Regulation Z; for this purpose, Stevens-Ness Form No. 1313 or equivalent must be used.

(NOTE: Only the first party's acknowledgment is required.)

STATE OF OREGON,

County of Douglas, ss.

At ORANGE, on the 31st, 1984.

Personally appeared the above named

JANICE E. STONE

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Douglas, ss.

August 31, 1984.

Personally appeared *Craig J. Ortega* and *John C. Ortega*, who, being duly sworn, each for himself and not one for the other, did say that the former is the Assistant Vice President and that the latter is the secretary of

Timber Community Bank, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(SEAL)

8/3/86

EXTENSION OF MORTGAGE OR TRUST DEED

No.

AFTER RECORDING RETURN TO

TIMBER COMMUNITY BANK

100 N. 1ST AVENUE, PORTLAND, OREGON 97204

STATE OF OREGON, ss.

County of SKAMANIA

I certify that the within instrument was received for record on the 30th day of OCTOBER, 1984, at 11:00 o'clock A.M., and recorded in book 14, on page 104, as file number 104. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title:

Deputy:

By