

MODIFICATION AGREEMENT

*of Trust Deed*

RECITALS:

o4/ WHEREAS, MARK D. ANDERTON, (hereinafter "Buyer") and CLOVERINE M. EGGSAN (hereinafter "Seller") have agreed to the purchase and sale of the below described real property;

*M-96-26704 Aug 28 - 1996*

WHEREAS, Buyer and Seller overlooked discussing and agreeing to a lot release clause should Buyer wish to divide, sell, encumber or otherwise transfer any part of the property; and

WHEREAS, Seller does not have, according to the preliminary title report issued by Aspen Title & Escrow of Klamath Falls Oregon on or about July 9, 1996 clear title by reason of the subsurface rights remaining in parties, entities, or persons other than the Seller, Buyer and Seller agree as follows:

AGREEMENT:

1. The recitals above mentioned are incorporated herein by reference;

2. To the extent that the language in this Agreement modifies any language in the earnest money agreement previously executed by the parties or any other document to be signed in the future to close this transaction, earnest money agreement and the other documents are modified to the extent that any language herein conflicts with any language in those documents including but not limited to the earnest money agreement, deed and trust deed.

3. Notwithstanding the securing of the unpaid balance of the purchase price by a trust deed or any other instrument, the agreement of the parties contained herein and in the earnest money agreement shall survive closing and shall not merge into any other deed or other instrument. A copy of this Agreement shall have the same effect as the original.

4. Seller shall have one year from August 21, 1996 to convey marketable title to the property and provide title insurance insuring the same. Should Seller fail to do so within one year, time being of the essence, FIFTY THOUSAND DOLLARS (\$50,000.00) is to be reduced from the outstanding balance owing on the purchase price. Specifically, Seller is to convey to Buyer all of the subsurface rights within the one year period of time.

5. If at any time prior to the payment of the entire purchase price Buyer should desire to divide, sell, encumber or otherwise transfer any part of the property, Buyer is allowed to

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State of Oregon, County of Klamath  
Recorded 06/27/2002 10:46 a. m.  
Vol M02, Pg 37052-58  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

*36 CK*

so divide, sell, encumber or otherwise transfer up to 80 acres of his choice upon the payment of FIVE THOUSAND DOLLARS (\$5,000.00). The property that is the subject of this agreement is more fully described as set forth below:

The W 1/2 of the E 1/2 of Section 23, Township 34 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Southerly of the Williamson River Road and North of Sprague River.

Code 8 Map 3408-2300 TL 700

DATED 08-26-96

  
MARK D. ANDERTON

DATED 8-28-96

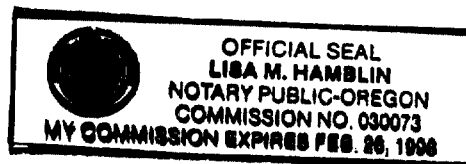
  
CLOVERINE M. EGGSMAN

STATE OF OREGON

County of Multnomah ) ss.

The foregoing instrument was acknowledged before me this 26th day of August, 1996, by MARK D. ANDERTON.

Before me: Lisa M. Hamlin  
Notary Public for Oregon  
My Commission Expires: 2/26/98



STATE OF OREGON

County of Klamath ) ss.

The foregoing instrument was acknowledged before me this 28th day of August, 1996, by CLOVERINE M. EGGSMAN.

Before me: Rhonda K. Oliver  
Notary Public for Oregon  
My Commission Expires: 4-10-2000

