

After recording return to;
 Rogue River Mortgage LLC
 P.O. Box 706
 Grants Pass, Or 97528

State of Oregon, County of Klamath
 Recorded 02/24/2005 9:34a m
 Vol M05 Pg 12074-75
 Linda Smith, County Clerk
 Fee \$ 31.00 # of Pgs 2

05 FEB 24 AM 9:34

MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this 23rd day of November, 2004, by and between **Robert C. Puntney as to an undivided 50% interest and Anthony L. Costantino, as to an undivided 50% interest**, thereafter called first party, and **Arthur J. Ozias and Ruth Marie Ozias**, hereinafter called second party, WITNESSETH:

RECITALS: On March 1, 2004 Arthur J. Ozias and Ruth Marie Ozias executed and delivered to Robert C. Puntney and Anthony L. Costantino, a Promissory Note in the amount of \$55,000.00 to secure performance in Trust Deed referenced below:

Further modified August 30, 2004, recorded as Vol M04, Pg 58571-72

Security agreement was recorded in the Official Records of Klamath County, Oregon on **March 9, 2004** as instrument **Vol. M04, Page 13597** 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, and the current owner of the real property described in said security agreement.

The parties herein have agreed to modify said note and trust deed in the following particulars: **Increase principal balance from \$58,000.00 to \$60,000.00 beginning November 9, 2004. Increase monthly payment from \$580.00 per month to \$600.00 per month beginning December 9, 2004. Increase late charge from \$29.00 to \$30.00 if any payment is (15) days late.**

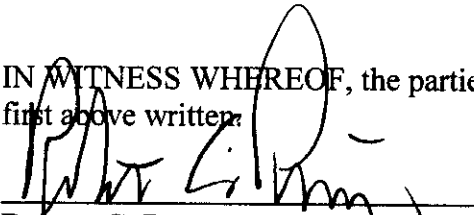
Upon recording of this document I authorize Rogue River Mortgage to make the above modification to RRM#24033.

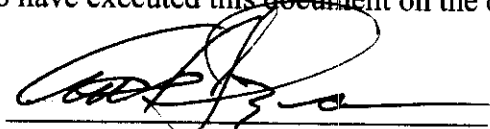
The sums now unpaid on said note and the declining balances thereof shall bear interest from **November 9, 2004** at the rate of **12% percent per annum**. In no way does this instrument change the terms of said note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, excepting only as to the changes set forth above.

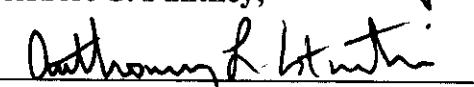
The second party hereby agrees to pay the current unpaid balance of said note promptly at the time or times, together with the interest above set forth, interest being payable at the times stated in said note.

All other terms and conditions are to remain the same.

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


Robert C. Puntney,


Arthur J. Ozias


Anthony L. Costantino

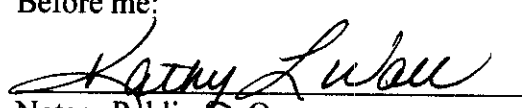

Ruth Marie Ozias

STATE OF OREGON)
) ss.
County of Josephine)

On this 23rd day of Nov., 2004, personally appeared the above named **Robert C. Puntney and Anthony L. Costantino**, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

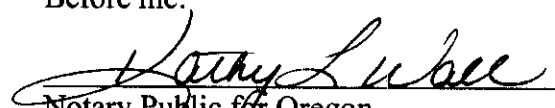

Notary Public for Oregon
My commission expires: 12-17-05

STATE OF OREGON)
) ss.
County of)

On this 23rd day of Nov., 2004, personally appeared the above named **Arthur J. Ozias and Ruth Marie Ozias**, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:


Notary Public for Oregon
My commission expires: 12-17-05