

MT-1396-7010

M05-65505

Klamath County, Oregon

09/30/2005 03:16:18 PM

Pages 2 Fee: \$26.00

AFTER RECORDING RETURN TO:

ROGUE RIVER MORTGAGE, LLC

P.O. BOX 697

GRANTS PASS, OR 97528

RRMtg. 24081

MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this **19th day of September, 2005**, by and between **Rogue River Mortgage LLC** hereinafter called first party, and **Allen Vader**, hereinafter called second party; WITNESSETH:

RECITALS:

On June 15, 2004 Allen Vader executed and delivered to Rogue River Mortgage LLC a Promissory Note in the amount of \$80,000.00 to secure the Trust Deed referenced below.

Security agreement was recorded in the Official Records of **Klamath County, Oregon** on **June 25, 2004, Vol. M04, Page 41317-19** 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 to \$102,000.00 beginning October 1, 2005. Increase monthly payment from \$696.67 to \$935.00 beginning November 1, 2005. Increase late charge from \$34.75 to \$46.75 if any payment is 15 days late.

The sums now unpaid on said note and the declining balances thereof shall bear interest from **October 1, 2005** at the rate of **11%** 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.

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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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.

Anthony L. Costantino
Anthony L. Costantino,
Managing Partner

Allen Vader
Allen Vader

STATE OF OREGON)
) ss.
County of Josephine)

On this 28th day of September 2005, personally appeared the above named **Anthony L. Costantino, Managing Partner Rogue River Mortgage LLC** and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Jill N. Flowers
Notary Public for Oregon
My commission expires: Aug 22, 08

STATE OF OREGON)
) ss.
County of Josephine)

On this 28th day of September, 2005, personally appeared the above named **Allen Vader** and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Jill N. Flowers
Notary Public for Oregon
My commission expires: Aug. 22, 08