

M05-67858

Klamath County, Oregon

10/31/2005 11:25:50 AM

Pages 2 Fee: \$26.00

MORTGAGOR NAME & ADDRESS:

Refugio Rivera Ruiz
200 S. Citron Apt. 124
Anaheim, CA 92805-3673

MORTGAGEE NAME & ADDRESS:

Y Gleta Wampler
PO Box 134
Chiloquin, OR 97624

SEND TAX STATEMENTS TO:

unchanged

AFTER RECORDING RETURN TO:

o/c Neal G. Buchanan, 435 Oak Ave.
Klamath Falls, OR 97601

MODIFICATION OF MORTGAGE OR TRUST DEED AND PROMISSORY NOTE

This Agreement made and entered into this 28 day of October, 2005, by and between **GLETA WAMPLER** and **KERRY S. PENN, dba ELI PROPERTY COMPANY**, hereinafter called "First Party" and **REFUGIO RIVERA RUIZ**, hereinafter called "Second Party."

On or about the 10th day of July, 1991, Refugio Rivera Ruiz executed and delivered a certain Promissory Note in the sum of \$18,850.00, together with the Second Party's Trust Deed, hereinafter called the "Security Agreement," securing the note. The Trust Deed was recorded in the Records of Klamath County, Oregon, on the 26th day of July, 1991, at Vol. M91, Page 14631, reference to which hereby is made;

The First Party currently is the owner and holder of said Note and Trust Deed.

The Note and Trust Deed provides in relevant part that the entire unpaid balance shall be due and payable on or before July 26th, 2006. Second Party has requested an extension of such due date.

NOW, THEREFORE, for and in consideration of the agreement by Second Party to certain modifications of the Trust Deed and Note, the parties agree that the aforementioned Promissory Note and Trust Deed shall be modified such that there is included therein the modified or additional provisions as follows:

1) The payment provisions thereof shall be modified so as to provide that the final payment of principal and interest, if not sooner paid, shall be due and payable on October 26, 2025;

2) The payment provisions thereof shall be modified so as to reduce the monthly payment required to be made by Second Party to the sum of \$105.98 (plus the check processing fee charged by the Collection Escrow Agent). The first of such reduced monthly payments shall be due and payable on or before the 26th day of October, 2005, with the further and like payment due the 26th day of each and every month thereafter.

3) There shall also be added to or included in the provisions of the Promissory Note the additional provision regarding late payments as follows:

"I/we also agree that I/we shall be required to pay a late payment fee in the amount of five percent (5%) of the monthly payment due, if such payment shall not have been received by the promisee on or before fifteen (15) days of the date each such monthly payment falls due, which such fee shall be due and payable immediately thereafter, and if not so paid, may be added to the principal balance owing (without waiver, however, of the holder's right to declare a default as a result of such late payment)."

76

Excepting insofar of the within modification changes the legal description of the referenced Trust Deed, all remaining provisions of the Installment Note secured by Trust Deed shall remain in full force and effect.

In construing this document, it is understood that any party may be more than one person. If the context so requires, the singular shall be taken to mean the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written; if any undersigned party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

FIRST PARTY:

Gleta Wampler
GLETA WAMPLER

SECOND PARTY:

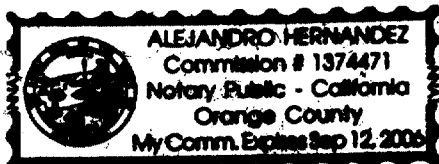
Refugio Rivera Ruiz
REFUGIO RIVERA RUIZ

KERRY S. PENN, dba ELI PROPERTY COMPANY

STATE OF CALIFORNIA, County of Orange) ss.

On October 12, 2005 before me, Alejandro Hernandez
a Notary Public in and for said County and State, personally appeared Refugio Rivera Ruiz, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be that person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Alejandro Hernandez
Notary Public In and For Said
County and State

STATE OF CALIFORNIA, County of Shasta) ss.

On OCT 25 2005 before me, Beth G Renfree
a Notary Public in and for said County and State, personally appeared Kerry S. Penn, personally known to me (or proved to me on the basis of satisfactory evidence) to be that person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

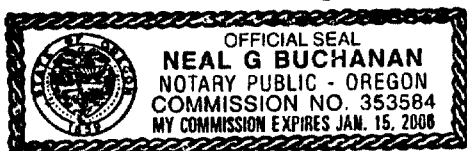
WITNESS my hand and official seal.



Beth G Renfree
Notary Public In and For Said
County and State

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 28 day of October, 2005, by Gleta Wampler.



Neal Buchanan
NOTARY PUBLIC FOR OREGON