

mtc-1396-7449

M06-04322

Klamath County, Oregon

03/09/2006 03:00:47 PM

Pages 2 Fee: \$31.00

AFTER RECORDING RETURN TO:

ROGUE RIVER MORTGAGE, LLC

P.O. BOX 697

GRANTS PASS, OR 97528

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.

MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this 27th day of February, 2006, by and between **Rogue River Mortgage LLC** hereinafter called first party, and **Dennis Vader**, hereinafter called second party; WITNESSETH:

RECITALS:

On July 20, 2005 Dennis Vader executed and delivered to Rogue River Mortgage LLC, a Promissory Note in the amount of \$50,000.00 to secure performance in Trust Deed referenced below.

Security agreement was recorded in the Official Records of **Klamath County, Oregon** on **July 29, 2005, M05, Page 59009** and re-recorded **August 3, 2005, M05, Page 60688** 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:

Principal balance will increase from \$50,000.00 to \$70,000.00 beginning March 10, 2006. The monthly payment amount will increase from \$416.67 to \$583.33 beginning April 10, 2006. Increase late charge from \$20.50 to \$28.75 if any payment is (15) days late.

Pacific Trust Deed Servicing Co. is authorized to make the above modifications to Account #25099.

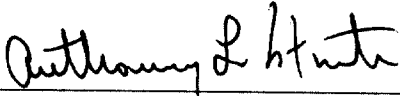
The sums now unpaid on said note and the declining balances thereof shall bear interest from **March 10, 2006** at the rate of **10%** percent per annum. In no way does this instrument change the terms of said note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, excepting only as to the changes set forth above.

26.00
1500

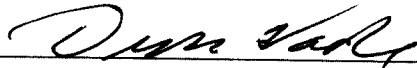
The second party hereby agrees to pay the current unpaid balance of said note promptly at the time or times, together with the interest above set forth, interest being payable at the times stated in said note.

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
Managing Partner

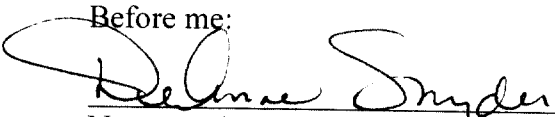


Dennis Vader

STATE OF OREGON)
) ss.
County of Josephine)

On this 8TH day of March, 2006, personally appeared the above named **Anthony L. Costantino, Managing Partner of Rogue River Mortgage LLC**, and acknowledged the foregoing instrument to be their voluntary act and deed.

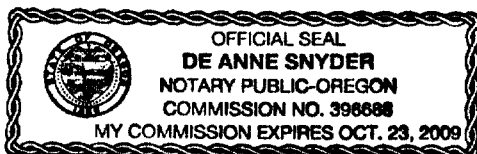


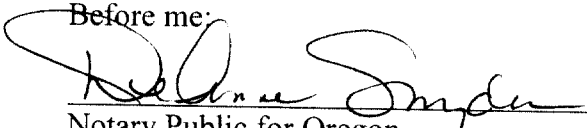
Before me:


Notary Public for Oregon
My commission expires: 10-23-09

STATE OF OREGON)
) ss.
County of Josephine)

On this 8TH day of March, 2006, personally appeared the above named **Dennis Vader** and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:


Notary Public for Oregon
My commission expires: 10-23-09