

2006-025561

Klamath County, Oregon



00011946200600255610030034

12/29/2006 11:30:28 AM

Fee: \$36.00

MTC1394 - 8373

After Recording Return to:
John Archer and Helen Archer
7603 Hwy. 66
Ashland, Oregon 97520
Escrow No. MTC72261DS

MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this 1ST day of December 2006, By and between Matthew G. Cantrell, hereinafter called the first party, and John Archer & Helen Archer, Husband and Wife or the survivor thereof, hereinafter called the second party.

WITNESSETH:

RECITALS: On December 19, 2005, Matthew G. Cantrell, executed and delivered to John Archer & Helen Archer, Husband and Wife or the survivor thereof, a promissory Note in the amount of \$40,000.00 to secure performance in Trust Deed Referenced below:

A Trust deed dated December 19, 2005, recorded in the official records of Klamath County, Oregon as document #M05-72154, Re-recorded as: M06-00260. Said 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 second party herein currently is the owner and holder of said Note and Trust Deed, the first party herein is the said grantor, and the current owner of the real property described in said Trust Deed.

The Promissory Note and recorded Trust deed shall be changed to reflect the following particulars:

**THE CALL DATE SHALL BE EXTENDED TO REFLECT DECEMBER 1 , 2036.
THE PAYMENTS SHALL BE ADJUSTED TO REFLECT A 30 YEAR
AMORITIZATION. THIS CHANGE SHALL BECOME EFFECTIVE
DECEMBER 1 , 2006.**

ALL OTHER TERMS SHALL REMAIN THE SAME.

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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Interest shall accrue on the unpaid principal balance as stated in the original note. The second party hereby agrees to pay the current unpaid balance of said note promptly at the time or times specified in the note together with the interest as set forth in the original note unless that interest rate has been modified above.

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

FIRST PARTY:

Matthew G. Cantrell
MATTHEW G. CANTRELL

Michele Barlow
MICHELE M. BARLOW

SECOND PARTY:



JOHN ARCHER

Helen Archer
HELEN ARCHER

State of Oregon)
County of Jackson) ss

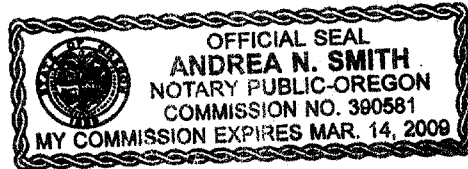
County of Jack,
Be it remembered, that on this 22nd day of December, 2006, before me,
the undersigned Notary Public in and for said County and State, personally appeared the
within named Matthew E. Campbell and Michelle M. Barton
and _____ known to be the identical individual
described in and who executed the within instrument and acknowledged to me that they
executed the same freely and voluntarily.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal
the day and year last above written.

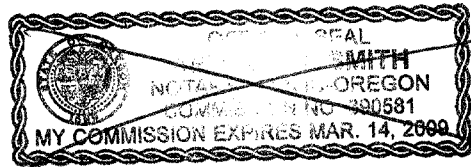
 _____
Notary Public

Comm Exp: 4/30/08





State of Oregon)
County of Jackson)ss



Be it remembered, that on this 28 day of December, 20 08, before me, the undersigned Notary Public in and for said County and State, personally appeared the within named John Archer and Helen Archer and _____ and _____ known to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal
the day and year last above written.

Andrea N. Smith
Notary Public

Commission Exp: 3/14/09