2007-006808 Klamath County, Oregon

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04/12/2007 03:21:10 PM

Fee: \$26.00

1st 340176 After recording return:

ROGUE RIVER MORTGAGE, LLC PO. BOX 697 GRANTS PASS, OR 97528

## MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this 2nd day of April, 2007, by and between Rogue River Mortgage LLC thereinafter 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 performance in Trust Deed referenced below.

Further modified September 30, 2005

Security agreement was recorded in the Official Records of Klamath County, Oregon on June 25, 2004 as Doc #Vol MO4 – Page 41317 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 \$102,000.00 to \$152,000.00 beginning May 1, 2007 in \$25,000.00 increments. The monthly payment amount will increase from \$935.00 to \$1,164.67 beginning June 1, 2007. Increase late charge from \$46.75 to \$58.00 if any payment is (15) days late. Extend due date from July 1, 2007 to July 1, 2009.

Pacific Trust Deed Servicing Co. is authorized to make the above modifications to Account #24081.

The sums now unpaid on said note and the declining balances thereof shall bear interest from May 1, 2007 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.

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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

Managing Partner

Managing Partner

Managing Partner

STATE OF OREGON	)
County of Josephine	) ss.

On this day of April , 2007, personally appeared the above named Anthony L. Costantino, Managing Partner of Rogue River Mortgage LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me;

Notary Public for Oregon
My commission expires: 13-17-09

STATE OF OREGON ) ss.
County of Josephine )

On this \_\_\_\_\_day of April \_\_\_, 2007, personally appeared the above named Allen Vader and acknowledged the foregoing instrument to be his voluntary act and deed.

OFFICIAL SEAL

KATHY L WALL

NOTARY PUBLIC - OREGON

COMMISSION NO. 399952

MY COMMISSION EXPIRES DECEMBER 17, 2009

Before me:

Notary Public for Oregon

My commission expires: 12-17-09