

2007-010426

Klamath County, Oregon



00024371200700104260020026

06/11/2007 10:03:12 AM

Fee: \$26.00

After Recording Return To:
Rogue River Mortgage LLC
P.O. Box 706
Grants Pass, Or 97528

MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this **1st day of June, 2007**, by and between **Rogue River Mortgage LLC** thereafter called first party, and **Dennis Vader**, hereinafter called second party; WITNESSETH:

RECITALS:

On June 1, 2006 **Dennis Vader** executed and delivered to **Rogue River Mortgage LLC**, a Promissory Note in the amount of **\$75,000.00** to secure performance in Trust Deed referenced below.

Further modified April 9, 2007

Security agreement was recorded in the Official Records of **Klamath County, Oregon** on **June 15, 2006, M06, Page 12303** 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 \$95,000.00 to \$120,000.00 beginning June 15, 2007. The monthly payment amount will increase from \$950.00 to \$1,200.00 beginning July 15, 2007. Increase late charge from \$95.00 to \$120.00 if any payment is (10) days late. Release provision is increased for Tax Lots 1000, 1002, & 1003 from \$5,000.00 to \$10,000.00 per Lot.

Rogue River Mortgage LLC is authorized to make the above modifications to Account #26087.

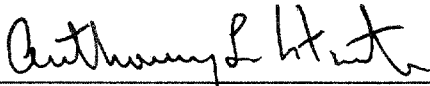
The sums now unpaid on said note and the declining balances thereof shall bear interest from **June 15, 2007** at the rate of **12%** percent per annum. In no way does this instrument change the terms of said note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, excepting only as to the changes set forth above.

26-

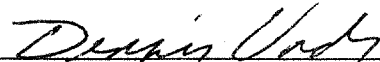
The second party hereby agrees to pay the current unpaid balance of said note promptly at the time or times, together with the interest above set forth, interest being payable at the times stated in said note.

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



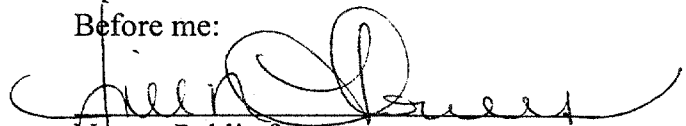
Dennis Vader

STATE OF OREGON)
) ss.
County of Josephine)

On this 8th day of June , 2007, 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:



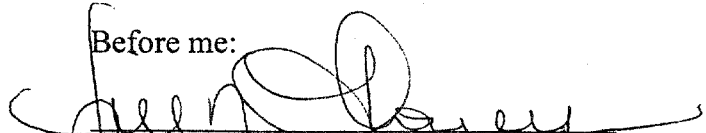
Notary Public for Oregon
My commission expires: Aug. 22, 08

STATE OF OREGON)
) ss.
County of Josephine)

On this 8th day of June , 2007, 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: Aug. 22, 08