

After Recording Return to:

Lawyers Title Account Servicing  
1555 E. McAndrews Rd. Ste. 100  
Medford, OR 97504

4leg0170935 JK  
Lot 44 Pleasant Vista  
2158 Kelsey lane

2007-018033

Klamath County, Oregon



00033535200700180330020026

10/18/2007 03:07:12 PM

Fee: \$26.00

ATE: 64283

## MODIFICATION OF TRUST DEED

THIS MODIFICATION of Trust Deed is made this 4<sup>th</sup> day of October, 2007, among Michael Menefee and Marsha Menefee, and Lawyers Title Insurance Corporation, a Nebraska Corporation as trustee and Teresa A. Johnson Trustee or her Successors in Trust under the Teresa A. Johnson Living Trust dated August 28, 2000, and any Amendments Thereto.

### RECITALS

THIS AGREEMENT is made according to the following facts:

A. Michael Menefee and Marsha Menefee executed and delivered to Trustee, that certain Deed of Trust Dated December 19, 2006 and recorded January 4, 2007 document number 2007-000196 of the Official Records, Klamath County, Oregon (Deed of Trust), secured a promissory note in the principal amount of \$160,000.00 in favor of Beneficiary, and legally described the real property as follows:

See attached exhibit "A"

B. The parties hereto agree to, and for value received, do hereby modify the Deed of Trust as follows:

1. Principal Loan amount will be increased from \$160,000.00 to \$187,000.00.

2. There will be no monthly payments due. The full principle and any interest owing will be due March 1, 2008.

3. Any outstanding late charges are being waived and there will be no additional late charges collected.

C. The terms of the Deed of Trust, which are incorporated herein by reference, shall remain in full force and effect and be binding on the parties herein to the extent they are not inconsistent with the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and the original Deed of Trust, the provisions of this Agreement shall control. The Deed of Trust, together with this Agreement, when signed by all parties hereto, shall constitute one deed of trust.

D. This Agreement shall inure to and bind the heirs, devisees, successors, and assigns of the parties hereto.

"GRANTOR WARRANTS, REPRESENTS, AND CONVENANTS THAT THERE IS AND HAS BEEN NO DISCHARGE OR DISPOSAL ON THE PROPERTY OF ANY HAZARDOUS OR TOXIC WASTES OR SUBSTANCES (AS SUCH TERMS ARE DEFINED BY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENTAL LAW, RULE ORDINANCE, OR REGULATION) OR CONTAMINATION OF THE PROPERTY BY ANY SUCH SUBSTANCES."

#26-A

IN WITNESS WHEREOF the parties hereto have executed this instrument.

BORROWERS:

Altus Construction, Inc.

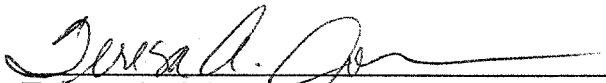


Michael Menefee, President



Marsha Menefee, Secretary

LENDER:

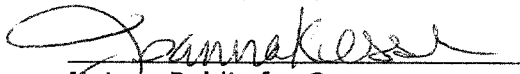
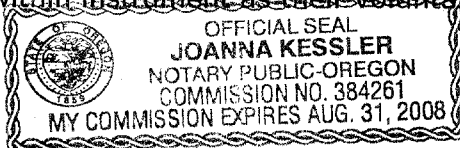


Teresa A. Johnson, Trustee

STATE OF OREGON

COUNTY OF Jackson

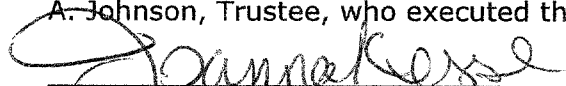
The foregoing instrument was acknowledged before me this 5 day of October, 2007, by Michael Menefee, President of Altus Construction, Inc. and Marsha Menefee, Secretary of Altus Construction, Inc., who executed the within instrument as their voluntary act and deed.

  
Notary Public for Oregon  
My commission expires 8/31/08

STATE OF OREGON

COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 16 day of October, 2007, by Teresa A. Johnson, Trustee, who executed the within instrument as her voluntary act and deed.

  
Notary Public for Oregon  
My commission expires 8/31/08