

After Recording Return to:
Lawyers Title Account Servicing
1555 E. McAndrews Rd. Ste. 100
Medford, OR 97504

46904709365K
Lot 53 Pleasant Vista

2007-018048
Klamath County, Oregon



10/18/2007 03:36:47 PM

Fee: \$41.00

MODIFICATION OF TRUST DEED

THIS MODIFICATION of Trust Deed is made this 4th day of October, 2007, among Michael Menefee and Marsha Menefee, and Lawyers Title Insurance 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.

ALTUS Construct
Inc., an Oregon
Corporation

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 April 9, 2007 and recorded April 12, 2007 document number 2007-006818 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 reduced from \$160,000.00 to \$78,161.18. The total principal reduction is \$81,838.82.
2. Monthly Interest only payments will decrease to \$846.75.

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."

IN WITNESS WHEREOF the parties hereto have executed this instrument.
BORROWERS:

Altus Construction, Inc.

Michael Menefee, President

Marsha Menefee, Secretary

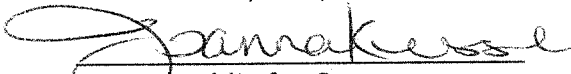
LENDER:

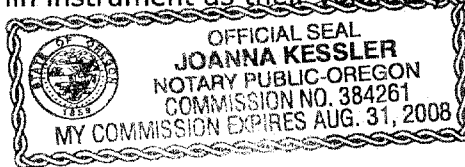
Teresa A. Johnson, Trustee

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STATE OF OREGON
COUNTY OF Jackson

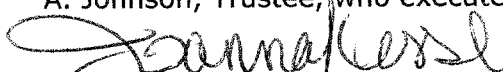
The foregoing instrument was acknowledged before me this 5 day of October, 2007, by Michael Menefee, President of Altus Construction, Inc. and Marsha Menefee, Secretary of Altus Construction, Inc., who executed the within instrument as their voluntary act and deed.

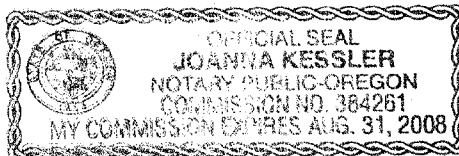

Notary Public for Oregon
My commission expires 8/31/08



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



AGREEMENT BETWEEN BUILDER & LENDER

Parties hereto are enumerated as follows:

(1) Teresa A. Johnson, hereinafter referred to as Lender.

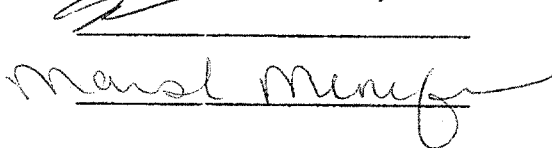
(2) Altus Construction Inc., hereinafter referred to as Builder.


WHEREAS upon this 16 day of October, 2007, the parties below desire and hereby act to memorialize their agreement concerning further financing and building of certain residences on lots #44 and #53 of the subdivision commonly known as Pleasant Vista in the City of Klamath Falls, State of Oregon (said properties being more specifically described on Attachment A and B incorporated by reference herein):

NOW THEREFORE the parties hereby agree as follows:

- A. Lender shall immediately sign and record a partial re-conveyance of the Deed of Trust heretofore existing as to Lot #53 and accept the sum of \$81,838.82 from the Builder, said funds presently held by Lawyers Title Insurance Company (LTIC) in partial payment of the note secured thereby.
- B. Builder shall thereupon immediately release to Lender the full balance of funds on said lot presently being held by LTIC (\$81,838.82)
- C. Lender shall thereupon deposit \$27,000 additional funds with LTIC to be secured by modifying the existing note and trust deed on lot #44. Interest will remain at 13% and due date shall remain as before.
- D. Builder shall sign the modification of note and deed of trust securing said \$27,000 as to and against lot #44 in said Pleasant Vista subdivision (as further described in attachment A which is incorporated herein).
- E. All documents relevant hereto shall be presented, signed, filed, and properly recorded through the auspices of LTIC.
- F. In further consideration of Lender's partial re-conveyance as to lot #53 and Lender's deposit of the \$27,000, Builder further agrees that he shall thereupon immediately re-commence building on lot #44 in good faith and timely manner.
- G. Lender and Builder both further agree that upon (A) closure of sale on lot #44 or (B) in the month of March of 2008, Parties shall in good faith renew an agreement concerning continuation with financing and building on lot #53 with such terms to be modified as the parties deem reasonably necessary..
- H. In consideration of the above and the good faith shown by Lender, Builder agrees that in event of Builder's failure to render timely and complete performance (whether due to impracticality, impossibility, insolvency, negligence, bad faith or disregard by him or subcontractors) Builder shall voluntarily release and surrender and any and all claims against both Lots #44 and #53. Proper documents shall then be delivered to Lender in lieu of foreclosure (avoiding the delays, notices and time constraints inherent in judicial and non-judicial foreclosure processes).
- I. Any waiver, extension or modification of the December 18 due date must be separately signed by Lender on or before that date. Builder must maintain fire and hazard insurance on structures and hold Lender harmless from liens..

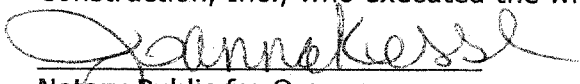
For Altus Construction, Inc.:

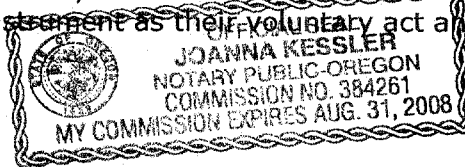

Marcel Munger


Teresa A. Johnson, Lender

STATE OF OREGON
COUNTY OF Jackson

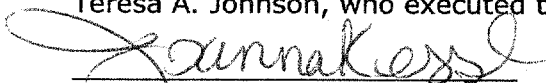
The foregoing instrument was acknowledged before me this 15 ~~HAK~~ day of October, 2007, by Michael Menefee, President of Altus Construction, Inc. and ~~Marsha Menefee~~, Secretary of Altus Construction, Inc., who executed the within instrument as their voluntary act and deed.

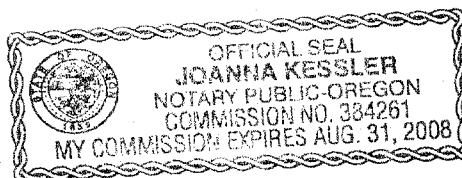

Notary Public for Oregon
My commission expires 8/31/08



STATE OF OREGON
COUNTY OF Jackson

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


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



LEGAL DESCRIPTIONS

"Parcel A"

Lot 44 Tract No. 1378, PLEASANT VISTA - STAGE 2, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

"Parcel B"

Lot 53 Tract No. 1378, PLEASANT VISTA - STAGE 2, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.