

MAY-14

MTA 396-9582
Louise Parke
1501 E. McANDREWS
Med, OR 97504

2008-007304

Klamath County, Oregon



00046397200800073040030039

05/19/2008 11:26:56 AM

Fee: \$31.00

MODIFICATION OF NOTE AND TRUST DEED

PAGE 1 OF 3

THIS AGREEMENT, Made and entered into this 14th day of MAY 2008, By and between ERIC ARTNER hereinafter called the First Party and RON K. CLARK, hereinafter called the second party.

WITNESSETH:

RECITALS: On MAY 24 2007, the above referenced first parties , executed and delivered to RON K. CLARK, a promissory Note in the amount of \$500,000.00 to secure performance in Trust Deed Referenced below:

A Trust deed dated May 24, 2007, recorded in the official records of KLAMATH County, Oregon as document #2007-009582. Said document(s) 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.

IF THIS DOCUMENT IS BEING EXECUTED IN COUNTERPARTS, ALL SIGNATURES SHALL BE DEEMED AN ORIGINAL REGARDLESS OF THE DATE OF ITS EXECUTION, AND DELIVERY AND ALL SUCH COUNTERPARTS TOGETHER SHALL BE DEEMED AN ORIGINAL.

The terms and provisions of the trust deed herein referenced are hereby amended to allow for future advances of funds.

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

NEW TERMS:

THE CALL DATE SHALL BE EXTENDED TO: 5/29/09.

THE MONTHLY PAYMENTS SHALL BE INCREASED TO: \$5,000.00 INTEREST ONLY, EFFECTIVE JUNE 7, 2007.

ALL OTHER TERMS SHALL REMAIN THE SAME.

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.

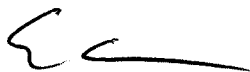
3/11/07

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.

Interest shall accrue on the unpaid principal balance as stated in the original note. The first 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:

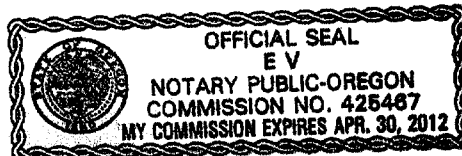


ERIC ARTNER

SECOND PARTY:



RON K. CLARK



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MODIFICATION OF TRUST DEED

NOTARY FOR MODIFICATION OF TRUST DEED

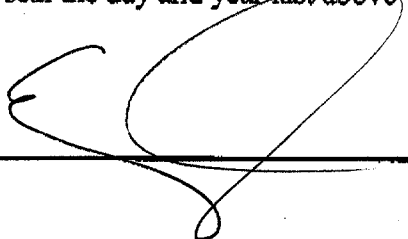
State of OREGON

County of JACKSON

Be it remembered, that on this 15th day of May 2008 before me, the undersigned Notary Public in and for said County and State, personally appeared the within named: Ron K. Clark + Eric Artner

_____, present themselves 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.

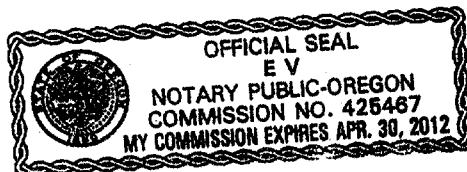


NOTARY PUBLIC
COMMISSION EXPIRES:

4/30/2012

State of OREGON

County of JACKSON



Be it remembered, that on this _____ day of _____ 2008 before me, the undersigned Notary Public in and for said County and State, personally appeared the within named: _____

_____, present themselves 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
COMMISSION EXPIRES: