

Allen Vader
33758 Sundance Drive
Chiloquin, OR 97624

2009-000870
Klamath County, Oregon



01/26/2009 01:26:57 PM

Fee: \$26.00

MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this **20th** day of **January 2009**, by and between **Rogue River Mortgage LLC** hereinafter 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 and again on April 12, 2007

Security agreement was recorded in the Official Records of **Klamath County, Oregon** on **June 25, 2004** as **Doc #Vol MO4 – Page 41317-19** 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 \$152,000.00 to \$172,000.00 beginning February 1, 2009. Extend due date from July 1, 2009 to July 1, 2011. See Rogue River Mortgage Loan Agreement for additional terms.

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

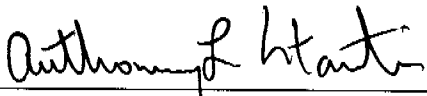
The sums now unpaid on said note and the declining balances thereof shall bear interest from **February 1, 2009** at the rate of **11%** percent per annum. In no way does this instrument change the terms of said note and security agreement or curtail or enlarge the rights or obligations of the parties 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




Allen Vader

STATE OF OREGON)
) ss.
County of Josephine)

On this 21st day of January, 2009, 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.



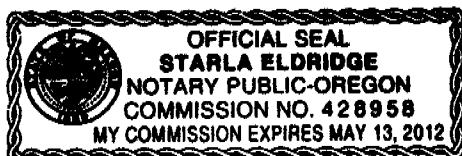
Before me:



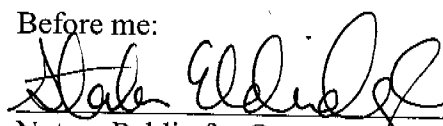
Notary Public for Oregon
My commission expires: 8/22/2012

STATE OF OREGON)
) ss.
County of Umatilla)

On this 23rd day of January, 2009, personally appeared the above named **Allen Vader** and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me:



Notary Public for Oregon
My commission expires: May 13, 2012