

NTC 12916 - 9431

AFTER RECORDING RETURN TO:
1818 E. McAndrews Road
Medford, OR 97504

2009-004732
Klamath County, Oregon



04/03/2009 03:19:54 PM

Fee: \$41.00

MODIFICATION OF NOTE AND TRUST DEED

THIS MODIFICATION is made and entered into this 26 day of ^{March} ~~February~~ 2009,
by and between BRYAN E. BLODGETT, TRUSTEE OF THE EDGAR J. BLODGETT
REVOCABLE LIVING TRUST, UTD 10/29/91, hereinafter referred to as "Trust" and
RANDALL N. MOSS, hereinafter referred to as "Moss".

RECITALS:

1. Moss executed and delivered to Trust a Promissory Note and Trust Deed in the original amount of \$29,600.00. Said Trust Deed was recorded, as Instrument No. M06-11356 of the Official Records of Klamath County, Oregon. A legal description for the real property covered by said Note and Trust Deed is attached hereto as Exhibit "A" and by this reference incorporated herein.
2. Said Note and Trust Deed was all due and payable on December 5, 2008.

**AFTER RECORDING, RETURN TO: GRANTLAND, BLODGETT, SHAW & ABEL
1818 E. McANDREWS ROAD
MEDFORD OR 97504**

-1- MODIFICATION OF NOTE AND TRUST DEED

Law Offices of
GRANTLAND, BLODGETT, SHAW & ABEL, LLP
1818 E. McAndrews Rd.
Medford, OR 97504
(541) 773-6855

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.

41AmT

For the reasons recited above, and in consideration of the following mutual promises and covenants, the parties hereby amend and modify said Note and Trust Deed as follows:

A. The parties agree that the final due date of the note will be extended to December 5, 2009. However, the balance due pursuant to the terms of the Note and Trust Deed shall be all due and payable upon the sale of the real property.

B. Moss agrees to continue to make the monthly payments pursuant to the terms of said Note and Trust Deed. The monthly payments of \$257.85 shall continue beginning with a payment due December 5, 2008 and \$257.85 on or before the fifth day of each and every month thereafter until December 5, 2009 when the remaining unpaid balance and accrued interest shall be due and payable. Interest shall continue to accrue at the rate of 6.5% per annum

C. The parties hereby instruct the collection escrow agent, AmeriTitle, Klamath Falls, Oregon to include the terms and provisions of this modification in their records. Moss agrees to pay any and all costs associated with this modification including but not limited to the monthly disbursement fee. Moss further agrees to reimburse Trust for its attorney fees incurred in this modification in the amount of \$400. This shall be paid at such time as the final due date of the Note and Trust Deed or upon the sale of the real property, whichever occurs first.

-2- MODIFICATION OF NOTE AND TRUST DEED

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D. Unless otherwise modified or amended by the terms of this Modification all other terms and conditions of the aforementioned Note and Trust Deed shall remain in full force and effect and binding between the parties.

E. Both parties agree to execute whatever documents are necessary in order to carry out the intent and provisions of this agreement.

F. In the event suit or action is brought concerning this Agreement, the losing party agrees to pay the prevailing party's reasonable attorney fees as determined by the trial court, or, if upon appeal, similar fees as fixed by the appellate court.

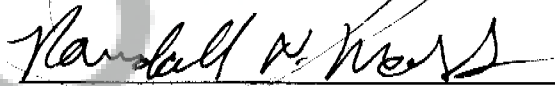
G. The parties hereby incorporate the recitals set forth above as fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Edgar J. Blodgett Revocable Living Trust

By: _____

Bryan E. Blodgett, Trustee



Randall N. Moss

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-3- MODIFICATION OF NOTE AND TRUST DEED

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EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the SW1/4 NW1/4 of Section 5, Township 39 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the West line of said Section 5, said point being North 00° 06' East a distance of 495.55 feet from the iron axle marking the West quarter corner of said Section 5 and said point being on the South line of that tract of land described in Deed Volume 464 at page 77, Deed Klamath County Deed Records; thence North 89° 55' East along the South line of said tract of land a distance of 523.76 feet to an iron pin; thence South 00° 10' East a distance of 65.60 feet to an iron pin (said point being the Northeast corner of that tract of land described as Parcel No. 1 of Deed Volume 350 at page 249, Deed Klamath County Deed Records); thence South 89° 17' West parallel with the centerline of Lewis Lane (and along the North line of said tract of land) to the West line of said Section 5; thence North 00° 06' East along the West line of said Section to the point of beginning.

Tax Account No: 3909-005BC-06100-000

Key No: 532132

Unofficial Copy