

2010-003156

Klamath County, Oregon



00081080201000031560050055

03/11/2010 09:04:10 AM

Fee: \$57.00

Jackson County Official Records **2010-004975**

R-MTD

Cnt=1 Stn=3 MORGANSS

\$25.00 \$10.00 \$5.00 \$11.00 \$15.00

02/11/2010 03:05:13 PM

Total: \$66.00



01413883201000049750050050

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Christine Walker - County Clerk

RECORDING COVER SHEET

PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DOES NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:

name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238

Daniel B. O'Connor

823 Alder Creek Drive

Medford, OR 97504

*Document being re-recorded in Klamath County due to property location.

1. NAMES OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(A)
NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property".

Modification of Promissory Note and Deed of Trust

2. Grantor(s) as described in ORS 205.160.

Wayne A. Zimmers

4122 Hemlock Drive

Medford, OR 97504

3. Grantee(s) as described in ORS 205.160.

David L. & Kacie R. Flagor

25420 N. Poe Valley Rd.

Klamath Falls, OR 97603-2636

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

n/a

5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS: for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260.

David L. & Kacie R. Flagor, 25420 N. Poe Valley Rd., Klamath Falls, OR

97603-2636

**MODIFICATION OF PROMISSORY NOTE
AND
DEED OF TRUST**

Effective Date: February 1, 2010

Borrower: David L. Flagor and
Kacie R. Flagor
25420 N. Poe Valley Road
Klamath Falls, Oregon 97603-2636

Lender: Wayne A. Zimmers
4122 Hemlock Drive
Medford, Oregon 97504

RECITALS:

A. On October 26, 2006, for valuable consideration, Borrower executed and delivered to Lender a promissory note in the original amount of **One Hundred Twenty-Four Thousand One Hundred and No/100 Dollars (\$124,100.00)** (the "Note"). The Note is secured by a Deed of Trust, dated October 26, 2006, granted by Borrower to Lawyers Title Insurance Corporation, as trustee, for the benefit of Lender (the "Trust Deed"). The Trust Deed was recorded on November 6, 2006, as document number 2006-022187 in the Official Records of Klamath County, Oregon. The Trust Deed is a valid and existing lien encumbering the real property described in **Exhibit "A"**, attached hereto (the "subject property").

B. Borrower and Lender desire to modify the Note and the Trust Deed as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Note Modifications. The Note is modified as follows:

1.1 The balance of the Note is increased to **One Hundred Twenty-Nine Thousand Nine Hundred Forty-Six and 61/100 Dollars (\$129,946.61)** as a result of the deferment of interest payments owing pursuant to the Note.

1.2 There is no prepayment penalty for the partial payment or full payment of the obligation prior to its maturity.

1.3 All indebtedness owing to the Lender pursuant to the Note shall be due and payable on or before October 1, 2011 ("Date of Maturity").

1.4 Interest on the balance owing pursuant to the Note shall be calculated on the basis of a 30-day month and a 360-day year.

1.5 Borrower shall pay monthly installments of interest in the amount of **One Thousand Five Hundred Sixteen and 04/100 Dollars (\$1,516.04)**. The first modified installment shall be due on March 1, 2010, and subsequent installments shall be due the same day of each month thereafter until the Date of Maturity. Payments shall be in the form of certified funds. Payments shall be applied first to late charges, if any, then to interest and then to principal. Any prepayment shall not be credited as a future installment payment nor excuse Borrower from making the monthly installment payments provided for in this Agreement. Borrower shall be solely responsible for all collection escrow charges associated with payments made pursuant to this Note.

1.6 Borrower shall pay to Lender a late charge of **Seventy-Five and No/100 Dollars (\$75.00)** for any payment not received by Lender within fifteen (15) days after the payment is due. The late charge shall apply individually to all payments past due, and there will be no daily, pro-rata adjustment. Late charges shall be due and payable immediately when the charges accrue, and Lender may (a) refuse any late payment or any subsequent payment unless accompanied by such late charge, or (b) treat the failure to pay such late charge as a default hereunder.

2. **Trust Deed Modifications.** The Trust Deed is modified as follows:

2.1 The balance of the underlying obligation is increased to **One Hundred Twenty-Nine Thousand Nine Hundred Forty-Six and 61/100 Dollars (\$129,946.61)** as a result of the deferment of interest payments owing pursuant to the Note.

2.2 The Note shall be due and payable on or before October 1, 2011.

3. **Continuing Lien and Obligation.** The Trust Deed shall continue as a lien on the subject property. The Note and the Trust Deed shall remain in full force and effect according to their terms, except as herein expressly modified, and all terms, covenants and conditions thereof, as modified, are ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands, effective as of the date hereinabove written.

Date: 2/3/10

David L. Flagor
David L. Flagor

Date: 2/3/10

Kacie R. Flagor
Kacie R. Flagor
"Borrower"

Date: 2-9-10

Wayne A. Zimmers
Wayne A. Zimmers
"Lender"

STATE OF OREGON)
) ss.
County of Klamath)

On February 3, 2010 personally appeared the above named David L. Flagor and
acknowledged the foregoing instrument to be his voluntary act.

Before me: George Doumar

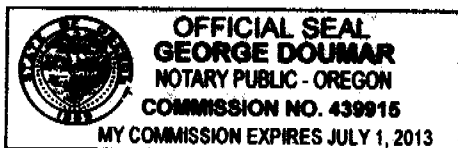


George Doumar
Notary Public for Oregon
My Commission Expires: July 1, 2013

STATE OF OREGON)
) ss.
County of Klamath)

On February 3, 2010 personally appeared the above named Kacie R. Flagor and
acknowledged the foregoing instrument to be her voluntary act.

Before me: George Doumar

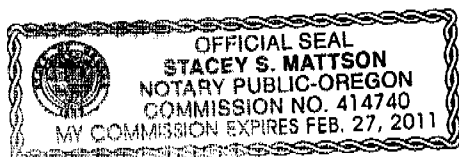


George Doumar
Notary Public for Oregon
My Commission Expires: July 1, 2013

STATE OF OREGON)
) ss.
County of Jackson)

On Feb. 9, 2010 personally appeared the above named Wayne A. Zimmers
and acknowledged the foregoing instrument to be his voluntary act.

Before me:



Stacey Mattson
Notary Public for Oregon
My Commission Expires: 2/27/11

EXHIBIT "A"

That part of the NW ¼ of Section 23, Township 38 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon, lying southeasterly of Highway 140 as now located.

Code 114 Map 3811-V2300, TL 00300 Kay #483989