

UTC 1396 - 10015

2010-004851

Klamath County, Oregon



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04/22/2010 03:25:07 PM

Fee: \$47.00

After Recording return to:
Rogue River Mortgage LLC
P.O. Box 706
Grants Pass, Or 97528
RRM#28061

MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, Made and entered into this **14th** day of **April 2010**, by and between **Rogue River Mortgage LLC** thereafter called first party, and **Dennis Vader**, hereinafter called second party; WITNESSETH:

RECITALS:

On July 24, 2008, Dennis Vader executed and delivered to Rogue River Mortgage LLC, a Promissory Note in the amount of \$100,000.00 to secure performance in Trust Deed referenced below.

Security agreement was recorded in the Official Records of **Klamath County, Oregon** on **August 8, 2008** as **Doc 2008-011255** 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 \$100,000.00 to \$135,000.00 beginning May 8, 2010. See Revised Loan Agreement for additional terms.

See Exhibit "A" for additional property added as additional security.

Pacific Trust Deed Servicing Co. is authorized to make the above modifications to Account #28061.

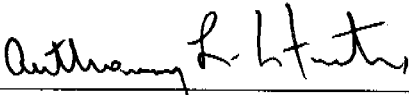
The sums now unpaid on said note and the declining balances thereof shall bear interest from **May 8, 2010** at the rate of **10%** percent per annum. In no way does this instrument change the terms of said note and security agreement or curtail or enlarge the rights or obligations of the parties hereto, excepting only as to the changes set forth above.

47Dmt

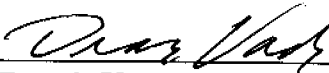
The second party hereby agrees to pay the current unpaid balance of said note promptly at the time or times, together with the interest above set forth, interest being payable at the times stated in said note.

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.



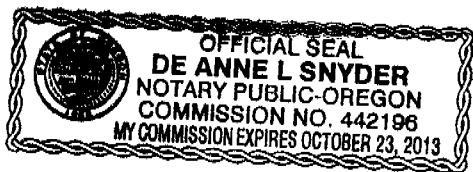
Anthony L. Costantino
Managing Partner

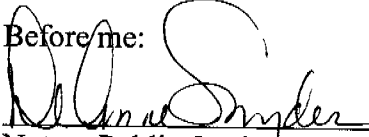


Dennis Vader

STATE OF OREGON)
) ss.
County of Josephine)

On this 21st day of April, 2010, 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.



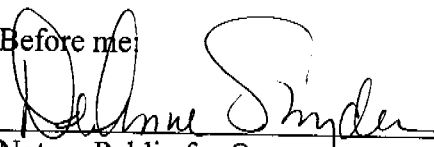
Before me: 

Notary Public for Oregon
My commission expires: 10-23-13

STATE OF OREGON)
) ss.
County of)

On this 21st day of April, 2010, personally appeared the above named **Dennis Vader** and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me: 

Notary Public for Oregon
My commission expires: 10-23-13

Exhibit "A"

Legal Description:

A parcel of land situated in the NW1/4 of Section 10, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, in the Grandview Addition to the Town of Bonanza in Klamath County, Oregon, described as Lot 5, Block 31, and the West 12.50 feet of Lot 4, Block 31 of the said Grandview Addition, more particularly described as follows:

Beginning at a 5/8" iron rod marking the Northwest corner of Block 31, of the Grandview Addition; thence Easterly along the Southerly right of way of High Street a distance of 62.50 feet to a 5/8" iron rod; thence Southerly and perpendicular to the Southerly right of way of High Street a distance of 127.00 feet to a 5/8" iron rod on the Northerly right of way of the alley dividing said Block 31; thence Westerly along the said Northerly right of way of the alley a distance of 62.50 feet to a 5/8" iron rod marking the intersection of the said Northerly right of way of the alley and the Easterly right of way of North 6th Avenue; thence Northerly along the said Easterly right of way of North 6th Avenue a distance of 127.00 feet to the point of beginning.

AMERITITLE has recorded this
Instrument by request as an accomodation 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.