

2011-000209

Klamath County, Oregon



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01/06/2011 03:37:43 PM

Fee: \$42.00

MTC 1396-10314

## MODIFICATION OF DEED OF TRUST

DALE K. BOWLES &  
LEA D. BOWLES  
1318 Johnson Avenue  
Klamath Falls, OR 97601  
Grantor

STEPHEN A. ANNEAR &  
ARIANA L. ANNEAR  
8840 Arant Rd.  
Klamath Falls, OR 97603  
Beneficiary

After recording return to:  
AmeriTitle-Account Servicing  
300 Klamath Ave.  
Klamath Falls, OR 97601

THIS AGREEMENT made and entered into on January 6, 2011 by and between STEPHEN A. ANNEAR & ARIANA L. ANNEAR, hereinafter called the first party and LEA D. Bowles, hereinafter called the second party, WITNESSETH:

On or about December 14, 2007, Dale K. Bowles and Lea D. Bowles, hereinafter called grantor, made, executed and delivered to Stephen A. Annear & Ariana L. Annear a promissory note in the sum of SIXTY THOUSAND AND 00/100 (\$60,000.00), together with the grantors Trust Deed securing the promissory note. The Trust Deed was recorded in the records of Klamath County, Oregon on December 18, 2007 at Volume 2007, Page 021101.

Stephen A. Annear & Ariana L. Annear are currently the owner and holder of the Promissory Note and beneficiary under the Trust Deed. Lea D. Bowles, is the surviving grantor of the Promissory Note and Deed of Trust and the current owner of the real property described in the Deed of Trust.

Lea D. Bowles, has requested an extension of time for payment of the debt evidenced by the Promissory Note and secured by the Deed of Trust. Stephen A. Annear & Ariana L. Annear are willing to grant the extension as hereinafter set forth.

NOW, THEREFORE, for value received, receipt of which is hereby acknowledged by Stephen A. Annear & Ariana L. Annear, Stephen A. Annear & Ariana L. Annear hereby extends the time of payment on the current unpaid balance of the Promissory Note as follows:

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.

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1. The agreed upon amount of the unpaid principal is FIFTY-TWO THOUSAND AND NO/100 (\$52,000.00); and
2. Lea D. Bowles agrees to pay the sum of FIVE HUNDRED AND NO/100 (\$500.00) per month without interest beginning February 1, 2011 until paid in full, and
3. The balance of the terms of the original Promissory Note and Deed of Trust remain in full force and effect.

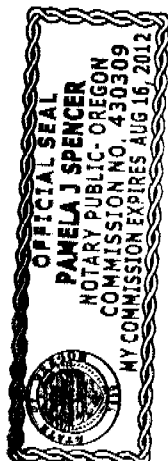
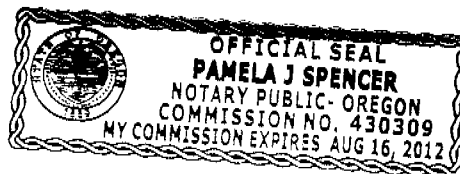
IN WITNESS WHEREOF, the parties hereto have executed this document in duplicate on the day first written above. If any undersigned party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated this 6<sup>th</sup> day of January, 2011.

Stephen A. Annear  
Stephen A. Annear

Lea D. Bowles  
Lea D. Bowles

Ariana L. Annear  
Ariana L. Annear  
Ariana  
STATE OF OREGON )  
) SS.  
County of Klamath )



This Instrument was acknowledged before me Stephen A. Annear this 6<sup>th</sup> day of January, 2011.

(SEAL)

Pamela J. Spencer  
Notary Public for Oregon  
My Commission Expires: # 8/16/2012

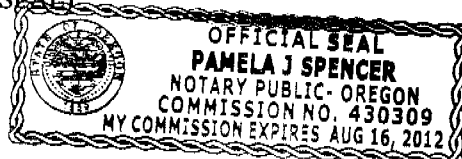
This Instrument was acknowledged before me <sup>mp</sup> ~~Ariana~~ A. Annear this 6<sup>th</sup> day of January, 2011.  
~~Ariana~~

(SEAL)

Pamela J. Spencer  
Notary Public for Oregon  
My Commission Expires: # 8/16/2012

This Instrument was acknowledged before me Lea D. Bowles this 6<sup>th</sup> day of January, 2011.

(SEAL)



Pamela J. Spencer  
Notary Public for Oregon  
My Commission Expires: # 8/16/2012