

THIS AGREEMENT, made and entered into this 20th day of September, 19 82, by and between
BASIN VIEW DEVELOPMENT CO., an Oregon corporation

hereinafter called the "Borrower(s)" and WESTERN BANK, an Oregon banking corporation, hereinafter called the "Bank":

WITNESSETH: On or about the 10th day of June, 19 80, the Borrower(s) (or the original maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Bank that certain promissory note in the sum of \$ 72,000.00, payable in one monthly installments with interest at the rate of 14.50 % per annum. For the purpose of securing the payment of said promissory note, the Borrower(s) (or the original maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Bank their certain Mortgage or Trust Deed, hereinafter called a "Security Instrument" bearing date of June 10, 19 80, conveying the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

Lots 3, 4, 5, 6, 8, 9, 10 and 11, Block 1 and Lots 18, 19, 20 and 22, Block 2, Tract No. 1158, THIRD ADDITION TO EAST HILLS ESTATES, in the County of Klamath, State of Oregon.

which Security Instrument was duly recorded in the records of said county and state.

There is now due and owing upon the promissory note aforesaid, the principal sum of Forty Seven Thousand Seven Hundred Eighty and 48/100ths DOLLARS (\$ 47,780.48), together with the accrued interest thereon, and the Borrower(s) desire a modification of the terms of payment thereof, to which the Bank is agreeable on the terms and conditions hereinafter stated and not otherwise.

NOW THEREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the parties hereto do hereby agree that the balance now due and owing on the promissory note hereinabove described shall be and is payable in one monthly installments of Forty Seven Thousand Seven Hundred Eighty and 48/100ths DOLLARS (\$ 47,780.48) each, plus quarterly interest on the unpaid balance at the rate of 16.50 % per annum. The first installment shall be and is payable on the 20th day of December, 19 82, and a like installment shall be and is payable on the 20th day of each quarter thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 21st day of March, 19 83. If any of said installments or either principal or interest are not so paid, the entire balance then owing shall, at the option of the Bank or its successors in interest, become immediately due and payable without notice. *Interest rate to be adjusted to 3% over prime at the end of each calendar quarter.

Except as herein modified in the manner and on the terms and conditions herein stated, the said promissory note and Security Instrument shall be in full force and effect, with all the terms and conditions of which the Borrower(s) do agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement.

IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal(s) and the Bank has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

BY: Melvin L. Stewart
 Melvin L. Stewart, Pres.

WESTERN BANK

Melvin L. Stewart
 Signature of Borrower

Shirley A. Rainwater Branch
 By Shirley A. Rainwater Authorized Signature
 Shirley A. Rainwater, Asst. Manager

State of Oregon
 County of Klamath } SS:

Personally appeared the above named Melvin L. Stewart, President of Basin View Development

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Return to: Western Bank
 Klamath Falls Branch
 P. O. Box 669
 Klamath Falls, OR 97601

Shirley A. Rainwater
 Notary Public for Oregon
 My commission expires 6-20-83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the
22q day of Sent, A.D., 19 82 at 11:45 o'clock A M., and duly recorded in

Vol M82, of Mtge on page 1257Q

Fee \$ 4.00

EVELYN SIEHN

COUNTY CLERK

By Joan M. Davis deputy

SEP 22 AM 11 45