

THIS AGREEMENT, made and entered into this 25th day of April 19 83, by and between
BASIN VIEW DEVELOPMENT CO., an Oregon corporation
hereafter called the "Borrower(s)"

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) if the Borrower is an assignee of record did make execute and deliver to the Bank a promissory note in the sum of \$ 72,000.00 payable to the order of the Bank for the purpose of payable to the order of 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 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.

There is now due and owing upon the promissory note of Seven Hundred Eighty

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 parties hereto do hereby agree that the sum of Forty Seven Thousand DOLLARS (\$ 47,780.48), is payable in full on the promissory note aforesaid, the principal sum of Forty Seven Thousand 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.

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 installment 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 12.50% per annum. The first installment shall be and is payable on the 25th day of July, 19 83, and a like installment shall be and is payable on the 25th day of July, 19 83, and a paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 25th day of October, 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 2% over prime on last day of each calendar quarter.

Except as herein modified in the manner and on the terms and conditions herein stated, the said Security Instrument shall be in full force and effect, with all the terms and conditions herein stated, to comply in the same manner and to the same extent, with all the terms and conditions of the promissory note made a part of this instrument.

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.

BASIN, VIEW DEVELOPMENT CO.
BY: Melvin L. Kothwala Pys
Melvin L. Kothwala
Signature of Borrower

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.

BASIN VIEW DEVELOPMENT CO.
 BY: Melvin L. Stewart Psc
 Melvin L. Stewart
 Signature of Borrower

BASIN VIEW DEVELOPMENT CO.
BY: Melvin L. Stewart Prc
Melvin L. Signature of Borrower Stewart, Pres.

Mary Lou Stewart, Pr
Signature of Borrower Stewart
Mary Lou

WESTERN BANK

Klamath Falls _____ Branch
By Shirley A. Rainwater _____
Authorized Signature
Rainwater, Asst. Manager

State of Oregon
County of Klamath) SS:

Personally appeared the above named Melvin L. Stewart, President of Basin View Development Co., and Mary Lou Stewart,
and acknowledged the foregoing instrument to be their voluntary act and deed.

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

Notary Public for Oregon
My commission expires 2-9-86

STATE OF OREGON: COUNTY OF KLAMATH :ss
I hereby certify that the within instrument was received and filed for
record on the 26th day of April A.D., 1983 at 11:32 o'clock A M,
and duly recorded in Vol M83, of Mortgages on page. 6345
Fee \$4.00
EVELYN B. [illegible]

Fee \$ 4.00

on page. 6345
EVELYN BIEHN COUNTY CLERK
by [Signature] Deputy