

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or legality. Title to the herein described property may have upon the herein described property. This courtesy recording has been requested of  
ASOPEN TITLE & ESCROW, INC.

## AGREEMENT

1  
2 THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of September 1997, by  
3 and between Brian L. Curtis and Dolores E. Curtis, hereinafter called the  
4 Sellers, and Arthur C. Badorek and Joan E. Badorek, hereinafter called the  
buyers.

## 5 WITNESSETH:

6 WHEREAS, the Sellers sold real and personal property to the Buyers on  
7 February 9, 1994 and,

8 WHEREAS, the Buyers executed a trust deed in favor of the Sellers, which  
9 trust deed was recorded in Volume M94, page 4554, microfilm records, Klamath  
County, Oregon, and entered into a security agreement secured by a 1977 Fleetwood  
Mobile Home, title no. 9114973319, plate no. X134709 and,

10 WHEREAS, the Buyers wish to borrow additional money from the Sellers, which  
11 additional loan shall be secured by the original trust deed and security  
agreement and,

12 WHEREAS, the unpaid balance of the promissory note is \$7,286.64 as of  
13 August 12, 1997 and,

14 NOW, THEREFORE, it is mutually agreed by and between the parties as  
follows:

- 15 1. The unpaid balance as of August 12, 1997 is \$7,286.24;
- 16 2. The Sellers shall advance to the Buyers the sum of \$7,713.76, thereby  
making the unpaid balance of the promissory note \$15,000.00, which shall draw  
interest at the rate of 13% per annum from August 12, 1997, payable in monthly  
installments of \$375.00, inclusive of interest. The first payment shall be due  
and payable on October 12, 1997 and a like payment on the 12th day of each month  
thereafter, until March 12, 2002, when the full sum of principal and interest  
shall be due and payable. Aspen Title & Escrow, Inc., is directed, by a copy of  
this agreement, to amend their escrow collection account no. 1838 to reflect the  
terms of this agreement. Brian Curtis and Dolores Curtis shall deliver to Aspen  
Title & Escrow, Inc. the additional \$7,713.76, which shall be disbursed as  
follows:

22 The costs involved in this amendment, including the amendment  
23 fee to Aspen Title & Escrow, Inc.;

24 Attorney's fees to William L. Sisemore;

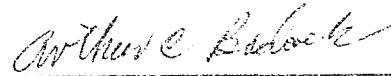
25 Recording fees for this agreement.

26 THIS AGREEMENT HAS BEEN PREPARED BY WILLIAM L. SISEMORE AS ATTORNEY FOR  
27 BRIAN CURTIS AND DOLORES CURTIS, AS BENEFICIARIES. THE GRANTORS OF THE TRUST  
DEED AND PROMISSORY NOTE IS ADVISED THAT THEY HAVE THE RIGHT AND SHOULD CONSULT  
WITH THEIR OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

29 WITNESS, the hands of the parties the day and year first herein written.



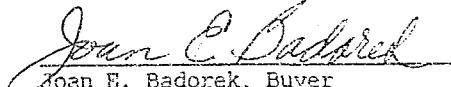
30 Brian L. Curtis, Seller



31 Arthur C. Badorek, Buyer



32 Dolores E. Curtis, Seller

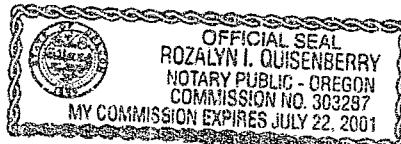


33 Joan E. Badorek, Buyer

30951

1 STATE OF OREGON )  
2 ) SS  
3 County of Klamath ) September 22, 1997  
4

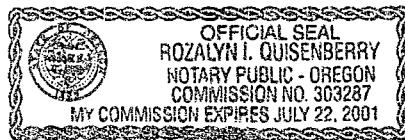
Personally appeared the above named Brian L. Curtis and Dolores E. Curtis,  
and acknowledged the foregoing instrument to be their voluntary act and deed.  
Before me:



Rozalyn I. Quisenberry  
Notary Public for Oregon  
My Commission Expires: 7-22-2001

8 STATE OF OREGON )  
9 ) SS  
10 County of Klamath ) September 22, 1997  
11

Personally appeared the above named Arthur C. Badorek and Joan E. Badorek,  
and acknowledged the foregoing instrument to be their voluntary act and deed.  
Before me:



Rozalyn I. Quisenberry  
Notary Public for Oregon  
My Commission Expires: 7-22-2001

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 22nd day  
of Sept. A.D. 19 97 at 3:46 o'clock P. M., and duly recorded in Vol. M97,  
of Mortgages on Page 30950.

FEE By Bernetha G. Letsch, County Clerk  
Ketilia Rose

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WILLIAM L. SISEMORE  
Attorney at Law  
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541/882-7229  
O.S.B. #701030