

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 2nd day of July, 19 98 by and between  
Theodore Abram and Suzanne Abram

hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the 16th day of July 19 97 the Borrower(s) (or the original maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Lender that certain promissory note in the sum of \$ 398,400.00, payable in monthly installments with interest at the rate of 8.75 % 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 Lender their certain Mortgage or Trust Deed, hereinafter called a "Security Instrument" bearing date of July 16, 1997 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lot 30, RUNNING Y RESORT, PHASE 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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 Two Hundred Twenty five Thousand and no/100ths DOLLARS (\$225,000.00), together with the accrued interest thereon, and the Borrower(s) desire a modification of the terms of payment thereof, to which the Lender 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 monthly installments of One Thousand Four Hundred Fifty Nine and 35/100ths DOLLARS (\$ 1,459.35) each, including interest on the unpaid balance at the rate of 6.75 % per annum. The first installment shall be and is payable on the 1st day of September, 19 98 and a like installment shall be and is payable on the 1st day of each month 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 1st day of August, 2028. 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 Lender or its successors in interest, become immediately due and payable without notice.

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.

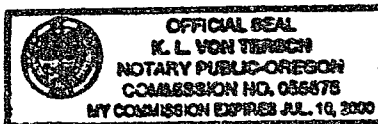
IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal (s) and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Theodore Abram  
 Theodore Abram

South Valley Bank & Trust

By: Margie Wright Stepanin  
 Authorized Signature

Suzanne Abram  
 Suzanne Abram



State of OREGON

County of KLAMATH

Personally appeared the above named Theodore ABRAM & Suzanne ABRAM

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

K. L. Von Terach  
 Notary Public for OREGON  
 My commission expires 07/01/00

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MODIFICATION OF MORTGAGE ON TRUST DEED

23755

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AMERITITLE the 6TH day  
of JULY A.D., 1998 at 3:34 o'clock P M., and duly recorded in Vol. M98  
of MORTGAGES on Page 23754.

FEE \$15.00

By Kathleen Ross Bernetha G. Letsch, County Clerk

