

98 OCT -1 P 3:40
THIS AGREEMENT, made and entered into this 1st day of OCTOBER, 19 98 by and between
PAUL N. POETSCH AND FRANCES M. POETSCH

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

WITNESSETH: On or about the 13TH day of SEPTEMBER, 19 96, 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 \$ 62,900.00, payable in monthly installments with interest at the rate of 9.5 % 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 SEPTEMBER 13, 19 96 conveying the following described real property, situated in the County of KLAMATH State of OREGON to-wit:

LOT 76, RUNNING Y RESORT, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

AMERITITLE, has recorded this instrument by request as an accommodation 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.

which Security Instrument was duly recorded in the records of said county and state. SEPTEMBER 16, 1996

There is now due and owing upon the promissory note aforesaid, the principal sum of FIFTY-FIVE THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS AND NINETY-EIGHT CENTS, 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 SIX HUNDRED FIFTY-SIX DOLLARS AND ELEVEN CENTS DOLLARS (\$ 656.11) each, INCLUDING interest on the unpaid balance at the rate of 9.5 % per annum. The first installment shall be and is payable on the FIRST day of NOVEMBER, 19 98 and a like installment shall be and is payable on the FIRST 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 OCTOBER, 19 2000. 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.

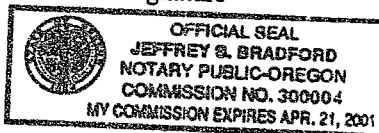
IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal(s) and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Signature of Borrower

South Valley Bank & Trust

By: William Wright Stegeman
Authorized Signature

Signature of Borrower



State of Oregon

County of Klamath

Personally appeared the above named Paul N. + Frances M. Poetsch

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

Notary Public for Oregon

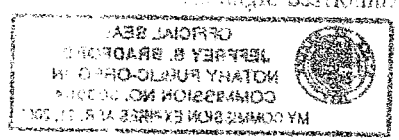
My commission expires 4/21/01

NOTIFICATION OF MORTGAGE OR FIRST DEED
day of October 1998
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 1st day
of October A.D., 1998 at 3:40 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 36306
FEE \$15.00
By Bernetha G. Letsch, County Clerk
Kathleen Rosa

AMERITITLE
Klamath County, Oregon
County Clerk's Office
36306

NOTICE OF MORTGAGE OR FIRST DEED
This document is a true and correct copy of the original as the same appears in the records of the County Clerk of Klamath County, Oregon.
Witness my hand and the seal of said County at Medford, Oregon, this 1st day of October, 1998.
Bernetha G. Letsch, County Clerk
Kathleen Rosa



Notary Public
Jeffrey B. Bradford
Commission Expires 12/31/2001
Official Seal