

THIS AGREEMENT, made and entered into this _____ day of JUNE, 19 99 by and between
STUART WOOLLEY AND MELINDA WOOLLEY

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

WITNESSETH: On or about the 8TH day of JUNE, 19 98, 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 \$ 212,000.00, payable in monthly installments with interest at the rate of 8.750 % 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 JUNE 8, 19 98 conveying the following described real property, situated in the County of KLAMATH, State of OREGON to-wit:

Lot 36, RUNNING Y RESORT, PHASE I, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

11303 Kestrel Road, Klamath Falls, Oregon. 97601

MODIFYING DEED OF TRUST RECORDED JUNE 10, 1998 VOLUME M98 PAGE 19756

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 TWELVE THOUSAND AND NO/100 DOLLARS (\$ 212,000.00), 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 ACCRUED INTEREST ON PRINCIPAL BALANCE DOLLARS (\$ XXXXXXXXXXXX) each, INCLUDING interest on the unpaid balance at the rate of 8.750 % per annum. The first installment shall be and is payable on the FIRST day of AUGUST, 19 99 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 FIRST day of SEPTEMBER, 19 99. 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 hereinafore written.

Signature of Borrower *[Signature]*

Signature of Borrower *Melinda Woolley*

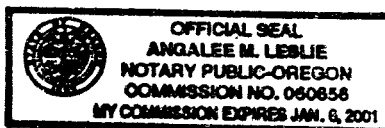
State of Oregon

County of Klamath

Personally appeared the above named Stuart Woolley & Melinda Woolley

South Valley Bank & Trust

By: *[Signature]*
Authorized Signature



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

State of Oregon, County of Klamath
Recorded 7/01/99, at 3:44 p. m.

In Vol. M99 Page 26432

Linda Smith,
County Clerk

Fec 5.10 - AR

[Signature]
Notary Public for Oregon
My commission expires Jan. 06, 2001