MTC 1396-1199 Vol M99 Page 30663
MODIFICATION OF MORE OF L
THIS AGREEMENT, made and entered into this 30,40 day of JULY ,19 99 by and between DAVID HOPPE AND CANDACE AMBORN
hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter
<ul> <li>alled the "Lender".</li> <li>WITNESSETH: On or about the <u>22ND</u> day of <u>JULY</u>, <u>19 97</u>, 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 <u>20,800.00</u>, payable in monthly installments with interest at the rate of <u>9.500</u>% per annum. For the purpose of securing the payment of said promissory note, the Borrower(s) (or the <u>9.500</u>% per annum. For the purpose of securing the payment of said promissory note, the Borrower(s) (or the <u>9.500</u>% per annum. For the purpose of securing the payment of said promissory note, the Borrower(s) (or the <u>9.500</u>% per annum. For the purpose of security Instrument" bearing date of <u>JULY 22</u>.</li> <li>Mortgage or Trust Deed, hereinafter called a "Security Instrument" bearing date of <u>JULY 22</u>.</li> <li>19 97 conveying the following described real property, situated in the County of <u>KLAMATH</u>.</li> <li>State of <u>OREGON</u> to-wit:</li> <li>Lot 8 in Block 6 of LYNNEWOOD FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.</li> </ul>

MODIFYING DEED OF TRUST JULY 23, 1997 RECORDED M97 PAGE23249

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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 NINETEEN

DOLLARS( $\frac{19,429.40}{}$ ), 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

NOW THEREFORE, in consideration of the premises and of the promises and agreements hereinafter not otherwise. 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 <u>TWO HUNDRED SEVENTEEN</u> interest on the unpaid balance at the rate of 9,500 % per annum. The first installment shall be and is payable on the FIRST day of SEPTEMBER, 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 AUGUST , XPX 2001 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.

South Valley Bank & Trust Muque Mught Slychic Signature of Borrower By: Authorized Signature Signature of Borrower State of Orlaon and Candaco County of Klamat Howpe Personally appeared the above named David and acknowledged the foregoing instrument to be their voluntary act and doed. Before me: Notary/Public for\_ My commission expires FICIAL SE BONNIE A. LAM NOTARY PUBLIC - OREG COMMISSION NO 3035 COMMISSION NO. 303528 MY COMMISSION EXPIRES JULY 31, 2001

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State of Oregon, County of Klamath Recorded 7/30/99at <u>3:34 p.m.</u> In Vol. M99 Page <u>30663</u> Linda Smith, County Clerk Fee\$ <u>15 KR</u>