

THIS AGREEMENT, made and entered into this 24th day of SEPTEMBER, 1999 by and between
DAVID R. PREWITT AND MARIE A. PREWITT

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

WITNESSETH: On or about the 30TH day of SEPTEMBER, 1998, 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 \$ 144,500.00, payable in monthly installments with interest at the rate of 9.125 % 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 30, 1998 conveying the following described real property, situated in the County of KLAMATH, State of OREGON to-wit:

Parcel 2 of LP 8-95, situated in the N1/2 NE1/4 NE1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

MODIFYING DEED OF TRUST RECORDED SEPTEMBER 30, 1998 VOL. M98 PAGE 35991

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 ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 144,500.00), 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 SIXTY AND 29/100 DOLLARS (\$ 1060.29) each, INCLUDING interest on the unpaid balance at the rate of 8.000 % per annum. The first installment shall be and is payable on the FIRST day of NOVEMBER, 1999 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 OCTOBER, 19 2029. 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.

David R. Prewitt
 Signature of Borrower

South Valley Bank & Trust

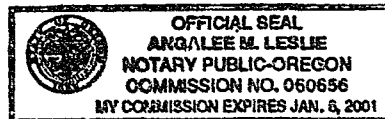
By: Angalee M. Leslie
 Authorized Signature

Marie A. Prewitt
 Signature of Borrower

State of Oregon

County of Klamath

Personally appeared the above named David R. Prewitt & Marie A. Prewitt



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

State of Oregon, County of Klamath
 Recorded 9/27/99, at 2:54 p.m.
 In Vol. M99 Page 38260
Linda Smith,
 County Clerk Fee \$ 10.00

Angalee M. Leslie
 Notary Public for
 My commission expires