

1999 NOV -1 PM 3:29

MTN 1396-1393

MODIFICATION OF MORTGAGE OR TRUST DEED

43662

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of October, 19 99 by and between  
Daniel Scott Souders and Julie Ann Souders

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

WITNESSETH: On or about the 19<sup>th</sup> day of April, 19 99, 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 \$ 72,500.00, payable in monthly installments with interest at the rate of 9.750 % 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 April 19, 19 99 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lots 12 and 13 in TRACT 1265 - DEVONRIDGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

1471 Devonridge Drive, Klamath Falls, Oregon 97601

Modifying Deed of Trust recorded April 20, 1999 Vol M99 Page 14426

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 Seventy-two thousand four hundred ninety-nine and 70/100 DOLLARS (\$ 72,499.70 ), 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 Five hundred sixty-three and 90/100 DOLLARS (\$ 563.90 ) each, including interest on the unpaid balance at the rate of 8.625 % per annum. The first installment shall be and is payable on the first day of December, 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 November, 2009. 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.

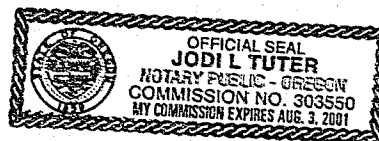
IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand(s) and seal (s) and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

X D. Scott Souders  
Signature of Borrower

South Valley Bank & Trust

By: Theresa Wright Stipakin  
Authorized Signature

X Julie Ann Souders  
Signature of Borrower



State of Oregon  
County of Klamath

Personally appeared the above named D. Scott Souders & Julie Ann Souders

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

State of Oregon, County of Klamath  
Recorded 11/01/99, at 3:25 p.m.  
In Vol. M99 Page 43662  
Linda Smith,  
County Clerk Fee \$ 10.00

Jodi L. Tuter  
Notary Public for Oregon  
My commission expires 8-3-01