

THIS AGREEMENT, made and entered into this 9th day of NOVEMBER, 19 99 by and between
C CORP INC.

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

WITNESSETH: On or about the 22ND day of SEPTEMBER, 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 \$ 170,300.00, 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 SEPTEMBER 22, 19 98 conveying the following described real property, situated in the County of KLAMATH, State of OREGON to-wit:

Lot 272, RUNNING Y RESORT, PHASE 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

6133 Coopers Hawk Road, Klamath Falls, OR 97601

MODIFYING DEED OF TRUST RECORDED OCTOBER 20, 1998 VOL. M98 PAGE 38389

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 TWENTY-TWO THOUSAND NINE HUNDRED TWENTY AND 27/100 DOLLARS (\$ 122,920.27), 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 ONE AND 19/100 DOLLARS (\$ 1,001.19) each, INCLUDING interest on the unpaid balance at the rate of 9.125 % 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 SEPTEMBER, ~~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.

Signature of Borrower

Signature of Borrower

State of OREGON

County of DESCHUTES

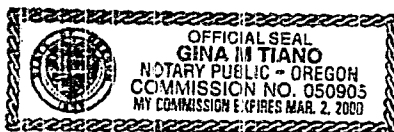
Personally appeared the above named CAROLYN KOON

South Valley Bank & Trust

By:

Authorized Signature

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



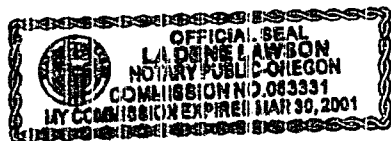
Notary Public for

My commission expires, 3/2/2000

CORPORATION ACKNOWLEDGEMENT

STATE OF Oregon)
) SS.
 COUNTY OF Deschutes)

On this 9th day of November, in the year of 1999,
 before me LaDene Lawson, personally appeared
Charles C. Koon,
 known or identified to me (or proved to me on the oath of _____),
 to be the president, ~~or vice president / or secretary / or assistant secretary~~, of the the corporation
 that executed the instrument or the person who executed the instrument on behalf of said
 corporation and acknowledged to me that such corporation executed the same. The foregoing
 instrument was acknowledged before me on the date set forth above by the officer named
 above, who is the President, of
C. Corp., a corporation.



[Signature]
 Notary Public

My commission expires: 3-30-01

Residing at: _____

State of Oregon, County of Klamath
 Recorded 12/08/99, at 3:38 p.m.
 In Vol. M99 Page 48438
Linda Smith,
 County Clerk Fee \$ 15.00