47938

LOAN MODIFICATION AGREEMENT

20 JAN 13 PM 3: \$6 roviding for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4 day of JUNE 1999, between ROBERT R. AND SHARON A. BOYER("Borrower") and Security Bank ("Lender"), amends and supplements (1) the Deed of Trust (the "Security Instrument"), dated Instrument"), dated <u>June 24, 1999</u> and recorded June 29, 1999 in Vol. M99 Page 25908 of the records of KLAMATH County, Oregon and (2) the Note bearing the same date, and secured by, the Security Instrument; which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at: 1406 CIRCLE BAR DRIVE, LAPINE, **OREGON 97739**

the real property described being set forth as follows: LOT 1 IN BLOCK 2 OF PLANT NO 1222, STAGE COACH ACRES, ACCORDING TO THE OFFICAL PLAT THEREOF ON FILE IN THE OFFICE OF COUNTY CLERK OF KLAMATH COUNTY, OREGON.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- , the amount payable under the Note As of January 1, 2000 (1) and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$100,000.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- (2) The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.3752%, from January 1, 2000

 The Borrower promises to make monthly payments of principal and interest of U.S. \$ 693.89 beginning the 1st day of February 1. 2000 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JULY 1, 2029 (the "Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 1140 Coos Bay, Oregon 97420 or at such other place as the Lender may require.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow
- items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for implementing, or relating to, any change or adjustment in

the interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

After recording, return to Security Bank PO Box 1140 Coos Bay, OR 97420 Att:Sandi

| (5) Nothing in this a satisfaction or release instrument. Except as other Note and Security Instrument. Lender will be Bound by, a thereof, as amended by this SECURITY BANK | n whole or rwise specificant will remaind comply wi | in part of the cally provided in an annual an | Note and Security this Agreement, the nd the Borrower and |
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| By: Danden & Juculi | | Sharon A. BOYER | ngu_ |
| STATE OF OREGON, County of Uackamas | } ss. | | FORM No. 23—ACKNOWLEDGMENT. Stevens-Ness Low Publishing Co. NL Portland, OR 97204 © 1992 |
| BE IT REMEMBERED, That before me, the undersigned, a Noter named | on this A y Public in and for | the State of Oregon, pers | |
| official seal official seal s Buffington NOTARY PUBLIC-OREGO COMMISSION NO. 319744 MY COMMISSION EXPIRES JAN 19, 20 | TESTIMONY | ed the same freely and volu WHEREOF, I have hereu | |
| STATE OF OREGON, County of LACKAMAS BE IT REMEMBERED, That before me, the undersigned, a Notar named | on this 24 | | sonally appeared the within |
| OFFICIAL SEAL S BUFFINGTON NOTARY PUBLIC-OREGON COMMISSION NO. 319744 EY CONVISSION EXPIRES JAN 19, 2003 | execute IN TESTIMONY | ed the same freely and volu WHEREOF, I have hereu | untarily. unto set my hand and affixed and year last above written. |
| STATE OF OREGON, County of | } ss. | State Reco In Vo Lind Cou | order of Oregon, County of Klamat orded 1/13/00, at <u>3΄5ο ρ·</u> m. ol. M00 Page <u>i 3 οο</u> la Smith, onty Clerk Fee\$ <u>26</u> |
| BE IT REMEMBERED, That on before me, the undersigned, a Notary I named | Public in and for the | e State of Oregon, persor | |
| known to me to be the identical indi- acknowledged to me that | vidual described executed | in and who executed the the same freely and volunt | ne within instrument and arily. |
| OFFICIAL SEAL KATIE HENDERSON NOTARY PUBLIC - OREGON COMMISSION NO. 060262 MY COMMISSION EXPIRES MARCH 9, 2001 | | • | Notary Public for Oregon |