## 49408-MS ION OF MORTGAGE OR TRUST DEED MOO 200 NAR 31 PN 3: 52MODIFIC Page 10

THIS AGREEMENT, made and entered into this <u>31ST</u> day of <u>MARCH</u> **19** 2000 by and between BARRY W. THOMPSON AND HOLLY A. THOMPSON

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

WITNESSETH: On or about the <u>25TH</u> day of <u>OCTOBER</u> \_\_\_\_, 19<u>99</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 \$\_73,750.00, payable in monthly installments with interest at the rate of

10.25 % 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 OCTOBER 25 19 99 conveying the following described real property, situated in the County of <u>KLAMATH</u> State of OREGON to-wit:

SEE ATTACHED EXHIBIT "A"

which Security Instrument was duly recorded in the records of said county and state. VOL M99 PAGE 43282 There is now due and owing upon the promissory note aforesaid, the principal sum of <u>SEVENTY</u>

THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/HUNDREDTHS.

DOLLARS(\$ 73,750.00 ), 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 FIVE HUNDRED SIXTY AND 55/HUNDREDTHS DOLLARS (\$ 560,55 ) each, INCLUDING interest on the unpaid balance at the rate of 8,375 % per annum. The first installment shall be and is payable on the <u>1ST</u> day of <u>MAY</u>, 322000 and a like installment shall be and is payable on the <u>1ST</u> 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 <u>1ST</u> day of <u>APRIL</u>, k<u>\$ 2030</u>. 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 BARRY W. THOMPSON

ized Signature

Holly A Thon provided Signature of Borrower HOLLY A. THOMPSON

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

County of Personally appeared the above named

South Valley Bank & Trust



Notary Public for My commission expires

FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB CO., PORTLAND, ORE. STATE OF OREGON. County of Klamuth BE IT REMEMBERED, That on this 316t ,×:200 day of March before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Barry W. Thompson known to me to be the identical individual... described in and who executed the within instrument and acknowledged to me that executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed 000000000 apparate OFFICIAL SEAL TAMMY L. STROP NOTARY PUBLIC-OREGON COMMISSIONNO.311587 MYCOMMISSIONECPIRES APR. 14, 2002 my official seal the day and year last above written. SUG Notary Public for Oregon. My Commission expires  $\searrow$ 

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## EXHIBIT "A"

A parcel of land more particularly described as follows: Beginning at a point at the Northwest corner of the NE1/4 of SE1/4 of Section 12, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence East 460 feet; thence South 190 feet to the Northwesterly line of the O.C. & E. Railway right of way; thence Northwesterly along said right of way line to the place of beginning. SAVING AND EXCEPTING THEREFROM that portion lying within the right of way of the O.C. & E. Railway. TOGETHER WITH all improvements now located or, hereafter placed thereon, including but not limited to (1) 1999 Silvercrest manufactured home, Model #SU-54. Trustors covenant and agree that the improvements hereinabove described are now, or will be within a reasonable period of time hereafter, permanently affixed to, from, and remain a part of said real property, and that such improvements shall not be detached or removed therefrom. Account No. 3909 012DA 01000 Key No. 566532

> State of Oregon, County of Klamath Recorded 3/31/00, at <u>3.52 p.m.</u> In Vol. M00 Page <u>10797</u> Linda Smith, County Clerk Fee\$<u>36</u>

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