MODIFICATION OF MORTGAGE OR TRUST DEED

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MTC 1396-1958

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THIS AGREEMENT, made and entered into this 7th day of July, 2000 by and between Gary S. Tratz and Carol J. Tratz hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the 15th day of May, 2000, 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 \$80,000.00, payable in monthly installments with interest at the rate of 10.00% per annum. For the purpose of securing the payment of said promissory note, the Borrow(s) (or the original maker(s) if the Borrower(s) 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 May 15, 2000, conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lot 19 in Block 37 of SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the Official plat thereof in file in the office of the County Clerk of Klamath County, Oregon

which Security Instrument was duly recorded in the records of said county and state. M00 pg 17627

There is now due and owing upon the promissory note aforesaid, the principal sum of <u>Eighty Thousand</u> <u>Dollars and no/100th DOLLARS (\$80,000.00)</u>, 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 Twenty-Four and 21/100th DOLLARS (\$524.21) each, including interest on the unpaid balance at the rate of 6.85 % per annum. The first installment shall be and is payable on the 1st day of September, 2000 and a like installment shall be and is payable on the ft 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 1st day of August, 2030. 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.

Gary S. Tratz

Carol J Tratz

South Valley Bank & Trust

By: Authorized Signature

State of Gugan

County of Klanash

Personally appearing the above named Gary S. Tratz 2 Carol J. Tratz

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

OFFICIAL SEAL
JODI L TUTER
NOTARY PUBLIC - OREGON
COMMISSION NO. 303550
MY COMMISSION EXPIRES AUG. 3, 2001

Notary Public for Occasion expires \$15101

State of Oregon, County of Klamath Recorded 07/10/00, at 3:24 ρ m. In Vol. M00 Page 25158

Linda Smith,

County Clerk Fee\$ 2100