

THIS AGREEMENT, made and entered into this March 17, 2001 by and between Kenneth J. Prokusi and Susan L. Reutern-Prokusi hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about October 16, 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 \$157,900.00, 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 October 16, 2000, conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lot 400, RUNNING Y RESORT, PHASE 6, FIRST ADDITION, according to the official plat thereof on 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. Vol. M00, Page 38054.

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Fifty-seven Thousand, Nine Hundred dollars and 00/100ths, 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 Fifty dollars and 52/100ths on the unpaid balance at the rate of 7.000% per annum. The first installment shall be and is payable on May 1, 2001 and a like installment shall be and is payable on the 1st 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 April 1, 2031. 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.

Kenneth J. Prokusi
Kenneth J. Prokusi

Susan L. Reutern-Prokusi
Susan L. Reutern-Prokusi

South Valley Bank & Trust

By: Vergie Wright-Stepahn
Vergie Wright-Stepahn / Vice President

State of California

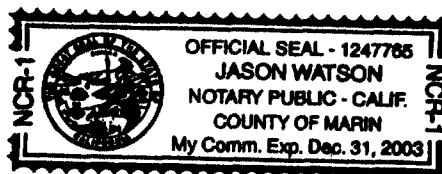
County of Marin

Personally appearing the above named Kenneth J. Prokusi and Susan L. Reutern-Prokusi

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

Jason M. Smith
Notary Public for California

My commission expires 12.31.2003



State of Oregon, County of Klamath
Recorded 03/19/01, at 3:34 p.m.
In Vol. M01 Page 11017
Linda Smith,
County Clerk Fee \$ 21.00