MODIFICATION OF MORTGAGE OR TRUST DEED 25674

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THIS AGREEMENT, made and entered into this May 30, 2001 and between Ronald C. Short and Kathleen

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

Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the June 20, 1997, 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 \$49,150.00, payable in monthly installments with interest at the rate of 9.5% 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 June 20, 1997 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

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

Recorded M97, Page 19112, Modification recorded M99, Page22705.

which Security Instrument was duly recorded in the records of said county and state. Oregon

There is now due and owing upon the promissory note aforesaid, the principal sum of <u>Forty-Two Thousand</u>, <u>Two Hundred Ninety-Three Dollars and Seventy-Four Cents</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 fifteen and 41/100ths on the unpaid balance at the rate of 9.5% per annum. The first installment shall be and is payable on July 1, 200 land a like installment shall be and is payable on the 1<sup>st</sup> 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 June 1, 2005. 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	s) have hereunto set	their hand(s) a	nd seal(s)(a	nd the Lender	r has
caused these presents to be executed on its behalf	by its duly authorize	ed representativ	e this day ar	nd year first	
hereinabove written.		16/	- /		ſ

Ronald C. Short

Kathleen G. Short

South Valley Bank & Trust

By: Myan Mught Superior Vergie Wright-Stepahin Vice President

State of

County of Klamath

Personally appearing the above named Kathleen G. Short And Vergie Wright Stapahin

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

OFFICIAL SEAL
TAMMY L. STROP
NOTARY PUBLIC-OREGON
COMMISSION NO. 3 1 1 587
MY COMMISSION EXPIRES APR. 14, 2002

Notary Public for

My commission expires

STATE OF OREGON,

County of Klamath

FORM NO. 23 — ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this. 30 day of May 2000, 19, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named KONAID. Short within the same to be the identical individual X described in and who executed the within instrument and acknowledged to me that He executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

OFFICIAL SEAL
TAMMY L. STROP
NOTARY PUBLIC-OREGON
COMMISSION NO. 3 1 1 5 8 7
MYCOMMISSION EXPIRES APR. 14, 2002

Nothery Public for Oregon.

My Commission expires April 14, 2001

my official seal the day and year last above written.

State of Oregon, County of Klamath Recorded 05/31/01, at 3'.18 p.m. In Vol. M01 Page 25679 Linda Smith, County Clerk Fee\$ 26