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MODIFICATION OF MORTGAGE OR TRUST DEED

MTC 1396-2997

Vol_MQ1

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THIS AGREEMENT, made and entered into this June 29, 2001 and between Dion J. Kelley and Rinny Kelley hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the <u>February 25, 2000</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 \$29,000.00, payable in monthly installments with interest at the rate of 10.0% 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 <u>February 25, 2000</u> conveying the following described real property, situated in the County of <u>Klamath</u>, State of Oregon to-wit:

Lot 8 in Block 40 of TRACT 1184, OREGON SHORES, UNIT 2, FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Kalmath County, Oregon.

which Security Instrument was duly recorded in the records of said county and state. Volume M00, Page 6478

There is now due and owing upon the promissory note aforesaid, the principal sum of Twenty-Six Thousand,
Seven Hundred Thirty-Seven and 73/100 Dollars, 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 Two Hundred Thirty-Four and 64/100 Dollars on the unpaid balance at the rate of 10.0% per annum. The first installment shall be and is payable on August 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 July 1, 2001 (which will be a Balloon Payment). 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) ha	ave hereunto set their hand(s) and seal(s) and the Lender has
	is duly authorized representative this day and year first
hereinabove written. // //	
Nion Theller	Tiny Rheller
Dion J. Kelley	Rinny Kelley
South Valley Bank & Trust	
By: Mygw Mugw Thealin Vergie Wright-Stepahin / Vice President	
State of Organ	
County of <u>Alamath</u>	_
Personally appearing the above named Dion The	My Riving & Gelley
and acknowledge the foregoing instrument to be their	voluntary act and deed. Before me:
	Mary Maya
OFFICIAL SEAL MARY E. MAYO NOTARY PUBLIC-OREGON	Notary Public for Ougen
COMMISSION NO. 317703 MY COMMISSION EXPIRES NOV. 3, 2002	My commission expires D3 Nov D2
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State of Oregon, County of Klamath Recorded 07/09/01 at //://a m. In Vol. M01 Page 33/36

Linda Smith,

County Clerk Fee\$ 2/