

THIS AGREEMENT, made and entered into this July 31, 2001 and between James C. Thompson and Danette L. Thompson hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the October 4, 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 \$179,200.00, payable in monthly installments with interest at the rate of 7.875% 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 4, 2000 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lots 1 and 2, Block 9, Tract 1016, GREEN ACRES

Real Property Address is : 5919 Mason Lane, Klamath Falls OR 97601

which Security Instrument was duly recorded in the records of said county and state. Vol M00, Page 36941

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Seventy-Nine Thousand Two Hundred and no/100ths 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 One Thousand Six Hundred Thirty-Five and 85/100ths Dollars on the unpaid balance at the rate of 7.25% per annum. The first installment shall be and is payable on September 1, 2001 and 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 (a balloon payment will apply), shall be due and payable on August 1, 2006. 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.

James C. Thompson  
James C. Thompson

Danette L. Thompson  
Danette L. Thompson

South Valley Bank & Trust

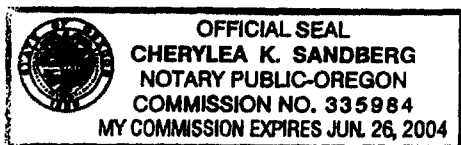
By: Vergie Wright-Stepahin  
Vergie Wright-Stepahin / Vice President

State of Oregon

County of Klamath

Personally appearing the above named James C. Thompson Danette L. Thompson

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



Cherylea K. Sandberg  
Notary Public for SVBT  
My commission expires 6-26-02

State of Oregon, County of Klamath  
Recorded 08/01/01 at 3:13 p. m.  
In Vol. M01 Page 38676  
Linda Smith,  
County Clerk Fee\$ 21.00