

THIS AGREEMENT, made and entered into this 10-15, 2001 and between Edward W. Dowdall and Amy R. Dowdall hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the 20<sup>th</sup> of September, 1999, 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 \$98,910.00, 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 September 20, 1999 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lot 193, RUNNING Y RESORT, PHASE 3, 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. M99 Page 38387

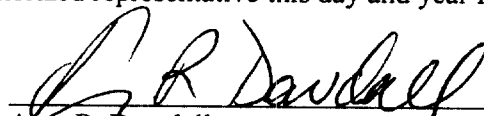
There is now due and owing upon the promissory note aforesaid, the principal sum of Ninety-Two Thousand Five Hundred Fourteen Dollars and 88/100, together with the accrued interest thereon, and the Borrower(s) desire a modification of the terms of payment thereof, to which the Lender is agreeable on 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 Thirty-Four Dollars and 85/100 on the unpaid balance at the rate of 9.5% per annum. The first installment shall be and is payable on November 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, shall be due and payable on October 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.

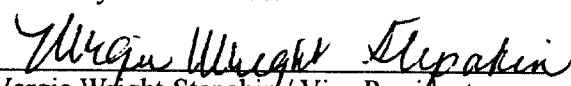
Except as herein modified in the manner and on the terms and conditions herein stated, the said promissory note and Security instrument shall be in full force and effect, with all the terms and conditions of which the Borrower(s) do agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement.

IN WITNESS WHEREOF, the Borrower(s) 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.

  
Edward W. Dowdall

  
Amy R. Dowdall

South Valley Bank & Trust

By:   
Vergie Wright-Stepahin / Vice President

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Personally appearing the above named \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My commission expires \_\_\_\_\_

58105

STATE OF CALIFORNIA,

COUNTY OF SONOMA

} S.S. Modification of MTC or  
Dep of Trust

On November 1, 2001

, before me, Laureen F. Lewgot

, a Notary Public in and for said County and State, personally

appeared Amey R. Dowdall

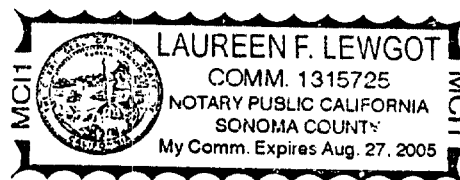
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

FOR NOTARY SEAL OR STAMP



State of Oregon, County of Klamath  
Recorded 11/13/01 3:20 P. m.  
In Vol. M01, Page 58104  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2