

MODIFICATION OF MORTGAGE OR TRUST DEED

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THIS AGREEMENT, made and entered into this 12th of Dec., 2001 and between Miguel A. Schmitz and Jennifer A. Schmitz hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the 10th of November 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 \$115,000.00, 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 November 10, 1999 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lot 489, RUNNING Y RESORT, PHASE 5, in the County of Klamath, State of Oregon.

which Security Instrument was duly recorded in the records of said county and state. Volume M99, Page 45164

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Seven Thousand, Seven Hundred Four Dollars and 51/100, 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 Two Hundred Four Dollars and 76/100 on the unpaid balance at the rate of 9.5% per annum. The first installment shall be and is payable on January 1, 2002 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 December 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.

Miguel A. Schmitz
Miguel A. Schmitz

Jennifer A. Schmitz
Jennifer A. Schmitz

South Valley Bank & Trust

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

State of Oregon

County of Klamath

Personally appearing the above named Miguel & Jennifer Schmitz

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

Joanne L. Johnson

Notary Public for State of Oregon

My commission expires May 17, 2004



State of Oregon, County of Klamath
Recorded 12/13/01 3:33 p. m.
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Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1