

MODIFICATION OF MORTGAGE OR TRUST DEED

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01 DEC 31 AM 8:50

THIS AGREEMENT, made and entered into this December 27, 2001 and between Ryan Michael Hamilton and Molly Ann Hamilton hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the 8th day of June, 2001, 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 \$62,000.00, payable in monthly installments with interest at the rate of 8.0% 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 June 8, 2001 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lot 44 of VILLA SAINT CLAIR, 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. Volume M01, Page 29242

There is now due and owing upon the promissory note aforesaid, the principal sum of Sixty-Two Thousand Dollars and no/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 Three Hundred Eighty-one Dollars and 75/100 on the unpaid balance at the rate of 6.25% per annum. The first installment shall be and is payable on February 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 January 1, 2032. 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 hereinafter written.

Ryan Michael Hamilton
Ryan Michael Hamilton

Molly Ann Hamilton
Molly Ann Hamilton

South Valley Bank & Trust

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

State of Oregon

County of Klamath

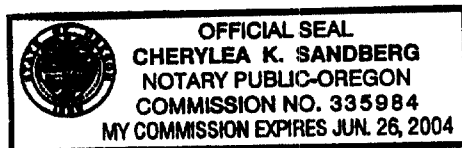
Personally appearing the above named Ryan Michael Hamilton & Molly Ann Hamilton

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

Cherylea K. Sandberg
Notary Public for South Valley Bank & Trust

My commission expires 6-26-04

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.



State of Oregon, County of Klamath
Recorded 12/31/01 8:50 a m.
Vol M01, Pg 66923
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1