

'02 JAN 9 PM3:12

MODIFICATION OF MORTGAGE OR TRUST DEED

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'02 JAN 8 PM3:18

THIS AGREEMENT, made and entered into this 8th day of January 2002 and between Robert C. Fisher and Sandra A. Fisher hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

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WITNESSETH: On or about the January 9, 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 \$145,000.00 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 January 9, 2001 conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

See Exhibit "A" *BEING RERECORDED TO ADD EXHIBIT "A"

which Security Instrument was duly recorded in the records of said county and state. Volume M01 Page 1153

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Forty-Five 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 Eight Hundred Ninety-Seven Dollars and 52/100 on the unpaid balance at the rate of 6.3% per annum. The first installment shall be and is payable on March 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 February 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 hereinabove written.

Robert C. Fisher
Robert C. Fisher

Sandra A. Fisher
Sandra A. Fisher

South Valley Bank & Trust

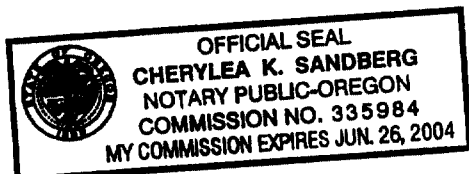
By: Vergie Wright-Stepahin
Vergie Wright-Stepahin / Vice President

State of Oregon

County of Klamath

Personally appearing the above named Robert C. Fisher + Sandra A. Fisher

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 01/08/2002 3:18 p. m.
Vol M02, Pg 1263
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1

State of Oregon, County of Klamath
Recorded 01/09/2002 3:12 p. m.
Vol M02, Pg 1564-65
Linda Smith, County Clerk
Fee \$ 10.00 RR # of Pgs 2

EXHIBIT "A"
LEGAL DESCRIPTION

1565

Lot 20 of TRACT 1242, PLUM VALLEY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

A parcel of land situated in the SW1/4 NW1/4 of Section 33, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said SW1/4 NW1/4 thence East along the North line of said SW1/4 NW1/4 a distance of 907.19 feet to a point; thence South, parallel with the West line of said SW1/4 NW1/4, a distance of 1322.4 feet, more or less, to a point on the South line of said SW1/4 NW1/4; thence West along the South line of said SW1/4 NW1/4 a distance of 907.19 feet, more or less, to the Southwest corner thereof; thence North along the West line of said SW1/4 NW1/4 a distance of 1323.72 feet, more or less, to the point of beginning.