

'02 OCT 17 AM 11:00

State of Oregon, County of Klamath  
 Recorded 10/17/2002 11:00 a.m.  
 Vol M02, Pg 59245  
 Linda Smith, County Clerk  
 Fee \$ 21.00 # of Pgs 1

MTC 1396-4330

**MODIFICATION OF MORTGAGE OR TRUST DEED**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of October, 2002, and between John P. Stalpes and Margaret L. Stalpes hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the 14<sup>th</sup> day of June, 2002, 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 \$190,000.00, payable in monthly installments with interest at the rate of 7.00% 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 14, 2002, conveying the following described real property, situated in the County of Klamath, State of Oregon to-wit:

Lot 177, 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. Volume M02, Page 35051-62

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Sixty Eight Thousand and no/100 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 Nine Hundred Ninety Three and 79/100 Dollars, on the unpaid balance at the rate of 5.875% per annum. The first installment shall be and is payable on December 1, 2002, 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 November 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.

John P. Stalpes  
 John P. Stalpes

Margaret L. Stalpes  
 Margaret L. Stalpes

State of Oregon  
 County of Klamath

Personally appearing the above named John P. Stalpes and Margaret L. Stalpes  
 and acknowledge the foregoing instrument to be their voluntary act and deed. Before me

Courtney Hall  
 Notary Public for Oregon  
 My commission expires May 10, 2005

South Valley Bank & Trust

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

