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State of Oregon, County of Klamath
Recorded 10/14/03 3:24 f m
Vol M03 Pg 76 36 6
Linda Smith, County Clerk
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MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this <u>g</u> day of <u>October</u>, 2003, and between <u>Harvey D Little</u>, hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the <u>September 19, 2002</u>, 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 \$32,000.00, payable in monthly installments with interest at the rate of 7.75% 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 <u>September 19,2002</u>, conveying the following described real property, situated in the County of <u>Klamath</u>, State of Oregon to-wit:

Lot 117 of Tract 1318, GILCHRIST TOWNSITE, according the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

which Security Instrument was duly recorded in the records of said county and state. Volume M02 Page 54216-27

There is now due and owing upon the promissory note aforesaid, the principal sum of Thirty Thousand Eight

Hundred Twenty Four and 30/100 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 Two Hundred Eighty and 95/100 Dollars, on the unpaid balance at the rate of 6.50 % per annum. The first installment shall be and is payable on November 1, 2003, 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 October 1, 2017. 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.

| Harvey D Little | |
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| State of Oregon | |
| County of Klamath | N 1 1 |
| Personally appearing the above named/4 ar ye | |
| and acknowledge the foregoing instrument to be the | eir voluntary act and deed. Before me: |
| OFFICIAL SEAL ALICE L BISHOP NOTARY PUBLIC-COMM COMMISSION MYCOMMISSION MYCOMMISSIO | Notary Public for Oneson My commission expires August 19, 2006 |
| South Yalley Bank & Trust | • • • • • • • • • • • • • • • • • • • • |
| By: Neil B Drew / Vice President | AMENITIE, has neceded this fine of this interests as a secomposity, the metamonal sea as secomposity in the metamonal sea and sea fine sea to requisity and sufficiency of sea to the this to the sea property of sea to the this to the this to the sea brokets. |

Robert to: South valley (Deloies)