

NTC-1396-6852

State Of Oregon, County Of Klamath

M05-61632

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# Of Pages 3 Fee: \$31.00

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE  
PERSON PRESENTING THE ATTACHED INSTRUMENT  
FOR RECORDING. ANY ERRORS IN THIS COVER SHEET  
DO NOT AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

After Recording Return To:

SVBT - Toni

1. Name(s) of the Transaction(s):

modification of mortgage or trust deed

2. Direct Party (Grantor):

Joseph C. Dupris and Kathleen S Hill

3. Indirect Party (Grantee):

South Valley Bank : Trust, an Oregon Banking  
corporation

4. True and Actual Consideration Paid:

\$45,900.00

5. Legal Description:

see attached

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.

3/00

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT, made and entered into this 9 day of August, 2005 and between Joseph C Dupris and Kathleen S Hill hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about the July 6, 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 \$45,900.00 payable in monthly installments with interest at the rate of 9.500% 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 July 6, 2001, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

See attached Exhibit A

which Security Instrument was duly recorded in the records of said county and state. Vol M01 Page (s) 33024.

There is now due and owing upon the promissory note aforesaid, the principal sum of Thirty-nine Thousand Three hundred five and 74/100 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 hereinafter described shall be and is payable in monthly installments of Four Hundred Eighty-one and 05/100, on the unpaid balance at the rate of 9.500% per annum. The first installment shall be and is payable on September 1, 2005, 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 August 1, 2009. 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.

Joseph C Dupris

Kathleen S Hill

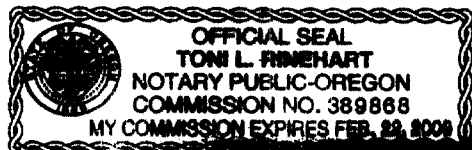
State of Oregon  
County of Klamath

Personally appearing the above named Joseph C Dupris and Kathleen S Hill and acknowledge the foregoing instrument to be their voluntary act and deed. Before me:

Toni L Rinehart  
Notary Public for Oregon  
My commission expires 2/22/09

South Valley Bank & Trust

By: Neil Drew  
Neil Drew VP/Real Estate Manager



Please Return to SUBBT after recording

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Government Lots 19, 20, 21 and 22 in Section 3, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying East of the Dalles-California Highway U.S. 97, EXCEPTING THEREFROM a tract of land situated in Government Lot 21, Section 3, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at an iron pin at the Southeast corner of Lot 21; thence North along the East line of said lot a distance of 400 feet to an iron pin; thence West a distance of 301 feet to an iron pin on the Easterly boundary of the Dalles-California Highway; thence Southeast along the Easterly boundary a distance of 415.9 feet to an iron pin on the South line of said Lot; thence Easterly along the South line of said Lot a distance of 219 feet, more or less to the point of beginning.

ALSO EXCEPTING THEREFROM a tract of land situated in Government Lots 19 and 20 of Section 3, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the North line of said Lot 19, said point being East a distance of 253.3 feet from the Northwest corner of said lot; thence South parallel with the West line of said lots a distance of 172.0 feet to an iron pin; thence West parallel with the North line of Lots 19 and 20, a distance of 698.8 feet to an iron pin on the Easterly boundary of the Dalles-California Highway; thence Northwest along said Easterly boundary line a distance of 175.0 feet to an iron pin on the North line of said Lot 20; thence, East along the North line of Lots 19 and 20 a distance of 732.3 feet, more or less, to the point of beginning.