

MTCI 394-9550

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.

2009-007208

Klamath County, Oregon



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05/22/2009 03:17:12 PM

Fee: \$26.00

After Recording Return To:

**SOUTH VALLEY BANK & TRUST
803 MAIN STREET
KFO, 97601
ATTN: TONI RINEHART**

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

MODIFICATION OF MORTGAGE OR TRUST DEED

2. Direct Party (Grantor):

BIGBY, PAUL B AMI L.

3. Indirect Party (Grantee):

N/A

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

N/A

20 MAY

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 14 day of May, 2009, and between **Paul B Bigby and Ami L Bigby** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about May 5, 2005, 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 \$102,250.00 payable in monthly installments with interest at the rate of 8.500% per annum. For the purpose of securing the payment of said promissory note, the Borrower (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 May 5, 2005, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Parcel 2 of Land Partition 52-96 being Parcel 1 of Major Land Partition 78-83 situated in the SW1/4 SW1/4 of Section 28, Township 39 South, Range 9 East of the Willamette Meridian.

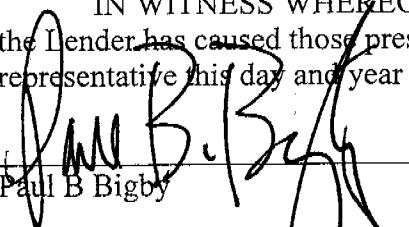
Said Security Instrument was duly recorded in the records of said county and state on May 5, 2005, in Vol M06 on Page 32514.

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred One Thousand Nine Hundred Sixty and 81/100 dollars together with the accrued interest therein, 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 will be due and payable in monthly installments of interest only, on the unpaid principal balance at the rate of 8.500% per annum. The first installment is due and payable on July 1, 2009 and like installments will be due and payable on the 1st day of each month thereafter. If on June 1, 2012, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Except as herein modified in the manner and on the terms and conditions herein stated, the said promissory note and Security instrument will 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 those present to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.


Paul B Bigby



Ami L Bigby

State of Oregon
County of Klamath

This instrument was acknowledged before me on May 14 2009 (date) by Paul B Bigby and Ami L Bigby

Notary Public for Klamath
My commission expires 4-23-11

South Valley Bank & Trust

By: 
Bridgitte Griffin
VP/Regional Credit Administrator Klamath/Lake Region



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.