

MTC 00830-LW  
After Recording Return To:

South Valley Bank & Trust  
803 Main Street  
Klamath Falls, Oregon 97601

2007-015861  
Klamath County, Oregon



09/10/2007 11:00:38 AM

Fee: \$26.00

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

Modification of Mortgage of Trust Deed

**2. Direct Party (Grantor):**

Darren W. Springman  
Wendie A. Maroccio

**3. Indirect Party (Grantee):**

South Valley Bank & Trust

**4. True and Actual Consideration Paid:**

N/A

**5. Legal Description:**

Lot 19, Block 32, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO.  
2

**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.

26 AMT

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 27 day of August 2007 **Darren W Springman and Wendie A Marcoccio** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about September 28, 2004, 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 \$14,400.00 payable in monthly installments with interest at the rate of 8.50% 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 September 28, 2004, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 19 in block 32 of KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO.2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Said Security Instrument was duly recorded in the records of said county and state on September 30, 2004 in vol M04 on Page 66180-95

There is now due and owing upon the promissory note aforesaid, the principal sum of Ten Thousand Six Hundred Forty-seven and 50 /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 \$118.19, on the unpaid principal balance at the rate of 8.500% per annum. Principal and interest payments will begin November 1, 2007 and like installment will be due and payable on the 1<sup>st</sup> day of each month thereafter, until principal and interest are paid in full. If on October 1, 2010, (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.

Darren W Springman  
Darren W Springman

Wendie A Marcoccio  
Wendie A Marcoccio

State of California  
County of Solano

This instrument was acknowledged before me on August 27, 2007 (date) by Darren W Springman and Wendie A Marcoccio

Notary Public for California  
My commission expires 12/7/09

South Valley Bank & Trust

By: Bridgitte Griffin  
Bridgitte Griffin  
VP/Real Estate & Consumer Credit Manager

