

2008-001968

Klamath County, Oregon



00040176200800019680040044

02/15/2008 09:21:46 AM

Fee: \$36.00

When recorded mail to: **BMPG**
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 **4018925**
Attn: National Recordings 1120

Prepared By: Rosemary Kirksey
U.S. Bank Home Mortgage
16900 West Capitol Drive
Brookfield, WI 53005
Phone: (262) 373-4771

Service Loan Number: 7884258198

**LOAN MODIFICATION AGREEMENT
(TO A FIXED INTEREST RATE)**

**TWO ORIGINAL LOAN MODIFICATIONS AGREEMENTS MUST BE EXECUTED BY THE
BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE
RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of 14 day of JANUARY 2008, between **Charleen K Brown, Eric D Hull. (Single)** ("Borrower"), and **U.S. Bank N.A.** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **November 9, 2004**, securing the original principal sum of U.S. **\$45,000.00** recorded **on November 17, 2004. Volume M04, Page 79331-347.** of the **Klamath** County Records in the State of **OR**. (2) The Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: **153342 Little River Loop, Lapine OR 97739** the real property described being set forth as follows: Lot 18, Block 3, Plat No. 1204, Little River Ranch, According to the Official Plat thereof on File in the office of the County Clerk of Klamath County, Oregon.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows.
(Notwithstanding anything contrary contained in the Note or Security Instrument).

1. As of **December 1, 2007** the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$43,198.34**.

BROWN
13998083 **OR**
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of **7.250%**, beginning **December 1, 2007**. The Borrower promises to make monthly payments of principal and interest of U. S. **\$304.21**, beginning on the 1st day of **January 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2014** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42301 or at such other place as the Lender may require.

3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.

4. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

Charleen K Brown
Charleen K Brown
AKA Charleen K. Hull

Eric D Hull
Eric D Hull

State of: Oregon
County of: Deschutes

I hereby certify, that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared, Charleen K Brown, Eric D Hull, to be known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that They executed the same for the purpose therein expressed.

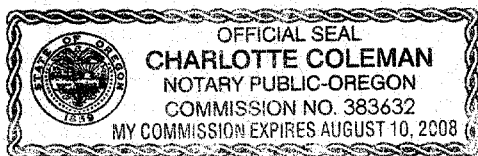
Witnesses my hand and official seal in the county and state aforesaid this 14th day of January, ²⁰⁰⁸ ~~2007~~.

My Commission Expires: August 10, 2008

Charlotte Coleman
Signature Notary Public

541-536-2151
Notary Phone Number

Charlotte Coleman
Name (typed or printed)



Lender:
U.S. BANK N.A

By *Gordana Tomasevic*
Gordana Tomasevic, Vice President



State of: Wisconsin
County of: Milwaukee

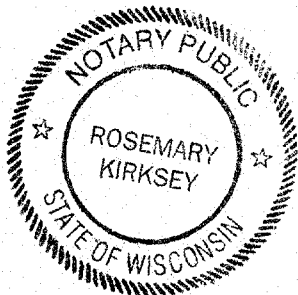
I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named Gordana Tomasevic, Vice President and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this 17 day of JANUARY, 2008.

My Commission Expires: August 28, 2011

Rosemary Kirksey

Rosemary Kirksey
Name (typed or printed)



LEGAL DESCRIPTION

[type of recording jurisdiction]

[jurisdiction of recording jurisdiction]

LOT 18, BLOCK 3, PLAT NO. 1204, LITTLE RIVER RANCH, ACCORDING
TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE
COUNTY CLERK OF KLAMATH COUNTY, OREGON.