

2008-002703

Klamath County, Oregon



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03/04/2008 09:34:24 AM

Fee: \$36.00

RETURN TO

Marie Milliken
Sterling Savings Bank
111 N. Wall St.
Spokane, WA 99201

BALLOON LOAN MODIFICATION

(Pursuant to the terms of the Balloon Note Addendum and Balloon Rider)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY IS RECORDED**

This Balloon Loan Modification ("Modification"), made this 4 January 2008, between Robert A. Hauck, Sr. and Leslie C. Brush, ("Borrower") and Sterling Savings Bank, Successor by Merger with Klamath First Federal Savings and Loan Association ("Lender") amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt ("the Security Instrument"), dated December 2, 2002, securing the original principal sum of U.S. \$50,400.00 and recorded December 3, 2002, in Vol M02 Page 70113 records of Klamath County, Oregon (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 "Property", located at **Lot #29 Sisken Dr, Running Y, Klamath Falls, OR 97601**. The real property described being set forth as follows:

**LOT 29. RUNNING Y RESORT, PAHSE I, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY OREGON.**

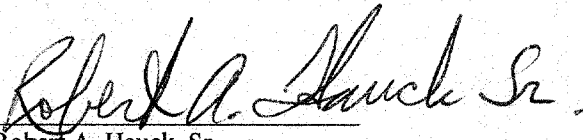
TAX PARCEL R881325

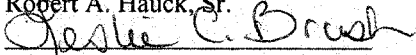
To the evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to contrary contained in the Note or Security Instrument):

1. The borrower is the owner and occupant of the Property.
2. As of January 1, 2008, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$42,492.05. The Borrower promises to pay an 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 6.500 % beginning January 1, 2008. The Borrower promises to make monthly payments principal and interest of U.S. \$370.15, beginning on the 1st day of February 2008, and continuing on the same day of each succeeding month until the

principal and interest are paid in full. If on January 1, 2023, (The Modified Maturity Date"), the Borrower still owes amounts under the Note and 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 111 N. Wall St., Spokane, WA or at such other place as Lender may require.

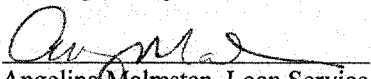
4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument/ however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
5. 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 the 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 of the terms and provisions thereof, as amended by this Modification.



Robert A. Hauck, Sr.


Leslie C. Brush

Sterling Savings Bank



Angelina Malmsten, Loan Service Manager

MULTISTATE BALLOON LOAN MODIFICATION-Single family-Freddie Mac UNIFORM
INSTRUMENT
FORM 3292 (10/90)

STATE OF CALIF.

County of PLACER

On this 8th day of JANUARY 2008, personally appeared before me

LINDA JOY (NOTARY PUBLIC) to me known to be

the individual(s) described in and who executed the foregoing instrument, and acknowledged that

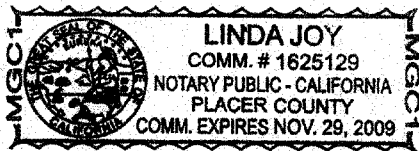
ROBERT A. HAUCK SR.

LESLIE C. HAUCK signed the same as _____ free and voluntary act and deed, for the uses and purposes

therein mentioned.

Given under my hand and official seal this 8th day of JANUARY 2008

Notary Seal



Linda Joy

Notary Public in and for the State of CALIF., residing at

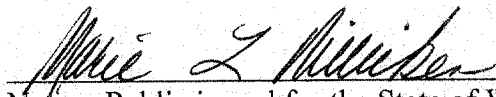
ROSEVILLE, CA.

My Commission expires

NOV. 29, 2009

On this 20 day of February 2008, before me the undersigned, a Notary Public in and for the State of Washington, duly sworn, personally appeared Angelina Malmsten to me known to be the Loan Service Manager Sterling Savings Bank, the corporation that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first written



Marie L. Milliken

Notary Public in and for the State of Washington,
residing at Spokane

Commission Expires 04/23/2011

