

MTC 09533-LW

**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.

2008-005955

Klamath County, Oregon



00044821200800059550020024

04/24/2008 11:29:54 AM

Fee: \$26.00

**After Recording Return To:**

SOUTH VALLEY BANK & TRUST  
803 MAIN STREET  
KLAMATH FALLS, OREGON 97601  
ATTN: TONI RINEHART

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

MODIFICATION OF TRUST DEED

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

SHAFER, MICHELLE D SHANE

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

SOUTH VALLEY BANK & TRUST

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

N/A

**5. Legal Description:**

SEE ATTACHED

Unofficial Copy

218117

**MODIFICATION OF MORTGAGE OR TRUST DEED**

THIS AGREEMENT made and entered into this 16 day of April, 2008 between Michelle D Plevel Shafer and Shane Shafer hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about May 25, 2005 (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 \$105,300.00 payable in monthly installments with interest at the rate of 6.500% 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 25, 2005, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 1146, RUNNING Y RESORT, PHASE 13, TRACT 1429, 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 May 31, 2005 in Vol M05 Pg 40151.

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Five Thousand Two Hundred Fourteen and 40/100 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 6.500% per annum. The first installment is due and payable on July 1, 2008, and like installments will be due and payable on the 1<sup>st</sup> day of each month thereafter. If on June 1, 2011, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, all principal and interest, as amended by this Agreement, shall be due and payable 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.

Michelle D Plevel Shafer  
Michelle D Plevel Shafer

Shane Shafer  
Shane Shafer

State of Nevada  
County of Washoe

This instrument was acknowledged before me on April 16<sup>th</sup>, 2008 (date) by Michelle D Plevel Shafer and Shane Shafer

Notary Public for Michelle Plevel & Shane Shafer  
My commission expires 2/3/2010

South Valley Bank & Trust  
By: Bridgitte Griffin  
Bridgitte Griffin, VP, Regional Credit Administrator  
Klamath/Lake Region

