

HTC70596-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.

2008-011593

Klamath County, Oregon



00051578200800115930020025

08/14/2008 03:52:17 PM

Fee: \$26.00

After Recording Return To:

**SOUTH VALLEY BANK & TRUST
803 MAIN STREET
KLAMATH FALLS, OREGON 97603**

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

MODIFICATION OF MORTGAGE OR TRUST DEED

2. Direct Party (Grantor):

BUTLER, JEFF

3. Indirect Party (Grantee):

SOUTH VALLEY BANK & TRUST

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

N/A

26 HLT

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 26 day of July, 2008, and between **Jeff Butler** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about August 31, 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 \$111,900.00 payable in monthly installments with interest at the rate of 7.250% 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 August 31, 2005, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 228, RUNNING Y RESORT, PHASE 3, 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 9, 2005 in Vol M05 as Pg 63905

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Eleven Thousand Eight Hundred Ninety Nine and 97/100 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 7.250% per annum. The first installment is due and payable on October 1, 2008 and like installments will be due and payable on the 1st day of each month thereafter. If on September 1, 2011, (the "Maturity Date") the Borrower still owes amounts under the Note and 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.

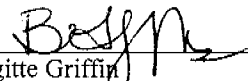

Jeff Butler

State of CA
County of SAN DIEGO

This instrument was acknowledged before me on July 26 2008 (date) by Jeff Butler


Notary Public for California
My commission expires Sept 29, 2009

South Valley Bank & Trust

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

