

MTCT0914 LLN  
**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.

**2008-011762**

Klamath County, Oregon



00051782200800117620030035

08/19/2008 11:15:10 AM

Fee: \$31.00

After Recording Return To:

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

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

MODIFICATION OF MORTGAGE OR TRUST DEED

2. Direct Party (Grantor):

TRIVINO, LIBRADO S JACQUELINE D

3. Indirect Party (Grantee):

SOUTH VALLEY BANK & TRUST

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

N/A

3/11/11

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 13 day of AUG., 2008, and between **Librado S Trivino and Jacqueline D Trivino** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about August 29, 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 \$142,400.00 payable in monthly installments with interest at the rate of 7.000% 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 29, 2005, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 1045 Running Y Resort, Phase 12, First Addition, Tract 1426, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

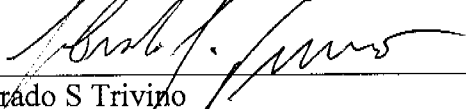
Said Security Instrument was duly recorded in the records of said county and state on August 31, 2005 in Vol M05 as Pg 63301

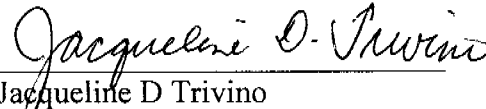
There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Forty Two Thousand Three Hundred Fifty Eight and 47/100 dollars together with the accrued interest therein, and the Borrower (s) desire a modification of the terms of payment thereof, to which the Lender is 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 7.000% per annum. The first installment is due and payable on October 1, 2008 and like installments will be due and payable on the 1<sup>st</sup> 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.

  
Librado S Trivino

  
Jacqueline D Trivino

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on July \_\_\_\_\_ 2008 (date) by Librado S Trivino and Jacqueline D Trivino

Notary Public for \_\_\_\_\_  
My commission expires \_\_\_\_\_

South Valley Bank & Trust

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

SEE ATTACHED

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 8/13/08 before me, MARY E. WHITE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared JACQUELINE D. TRIVINO AND  
LIBRADOS TRIVINO  
Name(s) of Signer(s)

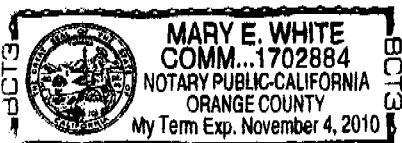
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Mary E White  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document:

MODIFICATION of TRUST DEED

Document Date:

8/13/08

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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OF SIGNER  
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