

2008-013159

Klamath County, Oregon

Return To:  
Guaranty Bank  
4000 West Brown Deer Road  
Brown Deer, WI 53209



00053585200800131590020020

09/22/2008 02:17:55 PM

Fee: \$26.00

Freddie Mac Loan Number: 288050614  
Servicer Loan Number: 0009851122  
MIN: 100026300003068451

### BALLOON LOAN MODIFICATION

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

This Balloon Loan Modification ("Modification"), entered into effective as of the 1<sup>st</sup> day of **October, 2008**, between **David Fussell and Karli Fussell** ("Borrower") and **MERS** (Mortgage Electronic Registration Systems, Inc.), as nominee for **GN Mortgage LLC**, a Wisconsin Limited Liability Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated **September 17, 2003**, securing the original principal sum of U.S. \$97,850.00, and recorded on **09/19/2003, Volume M03 at Page 70099-116** in **Klamath County**, Clerk/Register of Deeds and (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: **4841 Meadow Glen Loop, Klamath Falls, OR 97603**, the real property described being set forth as follows:

Lot 32 First Addition to Evergreen Meadows, Tract 1329, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

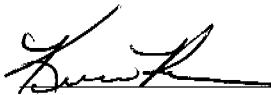
Parcel ID Number: **R886795**


To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] 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 the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **October 1, 2008**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$90,127.07.
3. 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 the yearly rate of **6.750%**, beginning **October 1, 2008**. The Borrower promises to make monthly payments of principal and interest of U.S. \$622.70, beginning on **November 1, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2033**, (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 Guaranty Bank, 4000 West Brown Deer Road, Brown Deer, Wisconsin, 53209 or at such other place as the 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 cancelled, 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 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 of the terms and provisions thereof, as amended by this Modification.

[To be signed and dated by all borrowers, endorser, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

  
Kelli Rodelli  
AVP, Guaranty Bank  
MERS as Nominee for GN Mortgage

  
David Fussell - Borrower

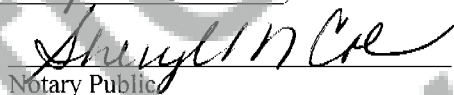
  
Karli Fussell - Co-Borrower

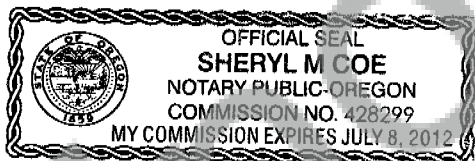
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

I, Sheryl Coe, a Notary Public in and for said county and state, do hereby certify that **David Fussell and Karli Fussell**, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4<sup>th</sup> day of September, 2008.

My Commission Expires: July 8, 2012

  
Notary Public



STATE OF WISCONSIN }  
COUNTY OF MILWAUKEE } SS.

I, Valerie Crampton, a Notary Public in and for said county and state, do hereby certify that **Kelli Rodelli, AVP of Guaranty Bank**, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of September, 2008.

My Commission Expires: 9/11/11

  
Notary Public

