

2008-016494

Klamath County, Oregon



00057537200800164940040042

12/15/2008 09:53:51 AM

Fee: \$36.00

When recorded mail to:

Equity Loan Services, Inc.

Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200

Cleveland, OH 44114

Attn: National Recordings 1120

MPG

475'0209

Prepared By: Rosemary Kirksey
U.S. Bank Home Mortgage
16900 West Capitol Drive
Brookfield, WI 53005
Phone: (262) 373-4771

Service Loan Number: 7884438521

LOAN MODIFICATION AGREEMENT
(To A Fix Interest Rate)

TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification") entered into effective as of 3 day of SEPT, 2008 between **Jeffrey A Butler (Unmarried)** ("Borrower"), , and **U.S. Bank N.A.** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **May 11, 2005**, securing the original principal sum of U.S. ~~\$740,000.00~~ ⁹⁷⁶ recorded on **May 25, 2005, Vol- MO5 PG 39201**, of the **Klamath County** Records in the State of **OR** (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 **128 Running Y Resort, Klamath Falls OR 97601..**, the real property described being set forth as follows:

Lot 128, Running Y Resort, Phase 2, According to the Official Plat Thereof On File in the Office of The County Clerk of Klamath County, Oregon.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows.
(Notwithstanding anything contrary contained in the Note or Security Instrument).

1. As of **June 1, 2008** the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$71,077.87**

BUTLER
39476579

OR

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

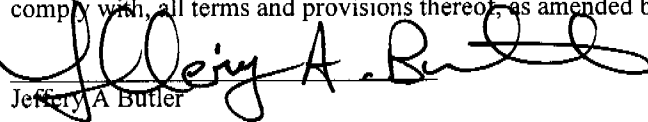


2.. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of **6.000 %**, beginning **July 1, 2008**, The Borrower promises to make monthly payments of principal and interest of U. S. **\$443.52** beginning on the 1st day of **July 1, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2011** (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. At the time of the Maturity date the full Principal has to be paid in full.

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42301 or at such other place as the Lender may require.

3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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 terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.

4... Nothing in this Extension 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 terms and provisions thereof as amended by this Modification.


Jeffery A Butler

State of: _____
County of: _____

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Jeffery a Butler, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that _____ executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state aforesaid this _____ day of _____, 2008

My Commission Expires: _____

Signature Notary Public

Notary Phone Number

Name (typed or printed)

** See attached Acknowledgement*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

On

9/03/08

Date

before me,

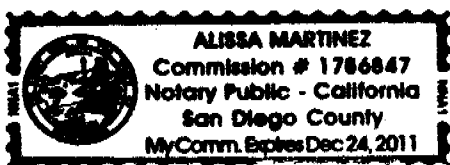
ALISSA MARTINEZ, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jeffrey A. Butler

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 Alissa Martinez

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:

Loan Modification Agreement

Document Date:

9/03/08

Number of Pages:

2

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:

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Lender:
U.S. BANK N.A

By *Gordana Tomasevic*
Gordana Tomasevic, Vice President



State of: Wisconsin
County of: Milwaukee

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named Gordana Tomasevic, Vice President and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this 17 day of NOVEMBER, 2008

My Commission Expires: August 28 2011

Rosemary Kirksey

Rosemary Kirksey
Name (typed or printed)

