

UTC 13916-9931

2010-002147

Klamath County, Oregon



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02/10/2010 11:33:46 AM

Fee: \$57.00

After Recording Please Return To;
South Valley Bank & Trust
Attn: Toni Rinehart
PO Box 5210
Klamath Falls OR 97601

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 4th day of February 2010, and between **Lukhbir S Gill and Christina Gill** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about August 4, 2004 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 \$98,300.00 payable in monthly installments with interest at the rate of 8.500% 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 August 4, 2004, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 860, RUNNING Y RESORT, PHASE 11, FIRST ADDITION, 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 9, 2004 in Volume M04 on page 52157, modification of mortgage or Trust Deed dated October 26, 2007 and recorded on October 30, 2007 as doc # 2007-018639, modification of mortgage or Trust Deed dated April 10, 2008 and recorded on April 24, 2008 as doc # 2008-005954, and modification of mortgage or Trust Deed dated February 27, 2009 and recorded on March 16, 2009 as doc # 2009-003691.

There is now due and owing upon the promissory note aforesaid, the principal sum of Sixty-Four Thousand Nine Hundred Seventy-Eight and 93/100 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 \$704.73, on the unpaid principal balance at the rate of 8.50% per annum. The first installment is due and payable on April 1, 2010 and like installments will be due and payable on the 1st day of each month thereafter. If on March 1, 2013, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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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.

Lukhbir S Gill
Lukhbir S Gill

Christina Gill
Christina Gill

State of California
County of Sonoma

This instrument was acknowledged before me on 2/4 2010 (date) by Lukhbir S Gill and Christina Gill

Sandy V
Notary Public for Sonoma County, State of California
My commission expires 5/1/13

South Valley Bank & Trust

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

