

2010-003277

Klamath County, Oregon



00081214201000032770030035

03/15/2010 09:24:45 AM

Fee: \$47.00

When recorded mail to: #:5206720

First American Title



Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: SCHMITZ - BMPG+

Prepared By: Rosemary Kirksey

U.S. Bank Home Mortgage

16900 West Capitol Drive

Brookfield, WI 53005

Phone: (262) 373-4771

Service Loan Number 7884333138

LOAN EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENTION 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 Extension of the Promissory Note, ("Extension"), entered into effective as of 21st day of May, 2009, between **Miguel A Schmitz and Jennifer A Schmitz, Husband and Wife**, ("Borrower"), , **U.S. Bank N.A.** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated , **April 27, 2005**, securing the original principal sum of U.S. **\$243,000.00**, recorded on May 2, 2005, book: M05 page: 31445, instrument number- MTC-68952 in **Klamath County** Records in the State of **OR**. The Promissory Note loan Extension, 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 **Xxx, Klamath Falls OR, 97601. and the real property described being set forth as follows:**

LOT 828, TRACT 1404- REPLAT OF LOTS 792-795 AND 818-820 OF RUNNING Y RESORT, PHASE 10- TRACT 1404, 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 May 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$187,635.83**

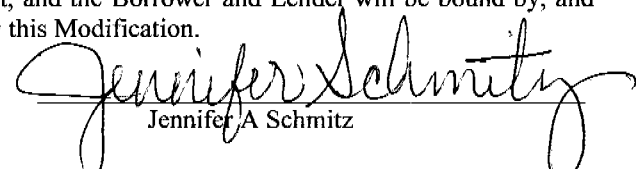
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of **4.500%**, beginning **May 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U. S. **\$1,001.46 beginning** on the 1st day of June, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid in full. If on May 1, 2012 (The "Modified Maturity Date")**, the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. **At the time of Maturity date full prinpal balance is due 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 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 terms and provisions thereof, as amended by this Modification.


Miguel A Schmitz


Jennifer A Schmitz


State of: WA

County of: SPOKANE

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 Miguel A Schmitz and Jennifer A Schmitz, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that They executed the same for the purpose therein expressed.

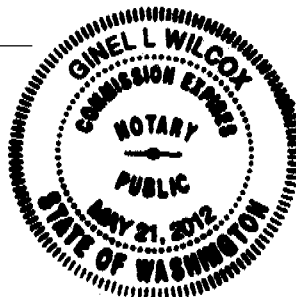
Witnesses my hand and official seal in the county and state aforesaid this 21 day of May, 2009.

My Commission Expires: 5/21/12


Signature Notary Public

Ginel Wilcox
Name (typed or printed)

509-991-2833
Notary Phone Number



Lender:

U.S. BANK N.A

By

Patricia A Ludka
Patricia A Ludka, First 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 Patricia A Ludka, First 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 27 day of May, 2009:

My Commission Expires: August 28, 2011

Rosemary Kirksey

Rosemary Kirksey
Name (typed or printed)

