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04/06/2010 01:46:19 PM

Fee: \$52.00

When recorded mail to: #4999198

First American Title



Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: SPROUSE - BMPG+

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

#48155086

Service Loan Number 7884258315

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 10 day of December, 2008, between **Daniel Sprouse**, (**married**), ("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 **September 23, 2005**, securing the original principal sum of U.S. **\$189,000.00**, recorded on October 03, 2005 Document number M05-65700, was Re-recorded to add Legal on October 10, 2005 Document Number M05-66148, Instrument Number 247203, , in **on of** the **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 **Uhrman Rd Tl 400 Nhn Klamath Falls Or 97601**, the real property described being set forth as follows:

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 **October 1 2008** , the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$181,919.60**


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 5.125 %, beginning November 1, 2008. The Borrower promises to make monthly payments of principal and interest of U. S. \$1,037.84

beginning on the 1st day of 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, 2011, (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 principal 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.

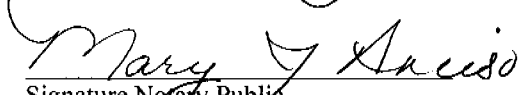

Daniel Sprouse

State of: Oregon
County of: Mr Hornum

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 Daniel Sprouse, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purpose therein expressed.

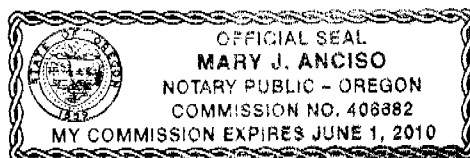
Witnesses my hand and official seal in the county and state aforesaid this 10th day of December, 2008

My Commission Expires: June 1 2010


Signature Notary Public

503-675-2602
Notary Phone Number

MARY J Anciso
Name (typed or printed)



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 31 day of December, 2008.

My Commission Expires: August 28, 2011

Rosemary Kirksey

Rosemary Kirksey
Name (typed or printed)



EXHIBIT "A"

E 1/2 NW 1/4 NW 1/4 of Section 17, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, TOGETHER with an easement for ingress and egress along the Southerly line of the W 1/2 NW 1/4 NW 1/4.