

2010-006882

Klamath County, Oregon



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06/07/2010 10:55:58 AM

Fee: \$47.00

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

When recorded mail to: #5137037

First American Title  
Loss Mitigation Title Services 12106.3  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: GOOGINS - BMPG+

Service Loan Number 7890071017

**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 1<sup>st</sup> day of April, 2009, between **Robert Googins and Jeffrey P Googins**, **Both are Married Person**, ("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 **January 26, 2006**, securing the original principal sum of U.S. **\$64,000.00** recorded on January 31, 2006, Document Number Mo6-01912, ~~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 **Lot 16 Quail Point Estates Klamath Falls OR 97601** The real property described being set forth as follows:

LOT 16, TRACT 1432-QUAIL POINT ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING A REPLAT OF PARCEL 2 OF LAND PARTITION 27-93 AND LOTS 18-26, BLOCK 10 OF BUENA VISTA ADDITION, SITUATED IN THE SW ¼ OF SECTION 19 AND THE NW ¼ OF SECTION 30, TOWNSHIP 38 DOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, 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).

\* MO6-01912

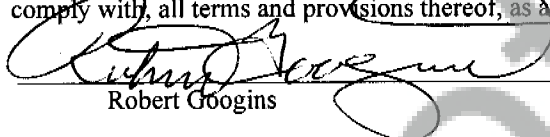
1. As of February 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$61,758.31**

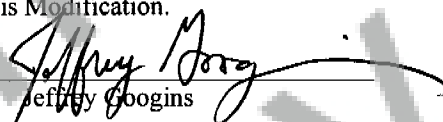
2... The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of **4.125 %**, beginning **February 1<sup>st</sup> 2009** The Borrower promises to make monthly payments of principal and interest of U. S. **\$316.37**, **beginning** on the 1st day of **March, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid in full. If on February 1<sup>st</sup> 2012 ("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.

  
Robert Googins

  
Jeffrey Googins

State of: Wisconsin

County of: Milwaukee

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 Robert Googins and Jeffrey Googins 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.

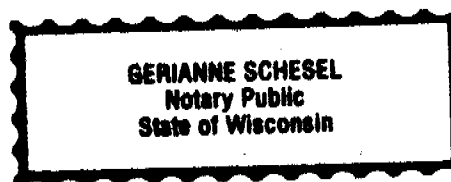
Witnesses my hand and official seal in the county and state aforesaid this 12<sup>th</sup> day of May, 2010

My Commission Expires: October 6, 2013

  
Signature Notary Public

414-765-4459  
Notary Phone Number

Gerianne Schesel  
Name (typed or printed)

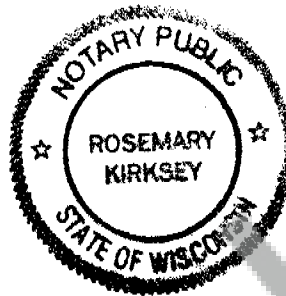


Lender:

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 9 day of April, 2009.

My Commission Expires: August 28, 2011

Rosemary Kirksey  
Rosemary Kirksey  
Name (typed or printed)

