

2010-010302

Klamath County, Oregon



00089509201000103020040046

When recorded mail to: #:6189047

First American Title

Loss Mitigation Title Services 12106.8

P.O. Box 27670

Santa Ana, CA 92799

RE: BANKS - BMPG+

08/31/2010 09:11:43 AM

Fee: \$52.00

Send Tax Statements To: _____

[Space Above This Line For Recording Data]

Original Recorded Date: AUGUST 29, 2003

Freddie Mac Loan No. 937815950

Original Principal Amount: \$ 123,000.00

Loan No.

7884101908

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE
EXECUTED BY THE BORROWER:**

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON 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 the **16TH** day of
JULY, 2010, between
THOMAS L BANKS AND PATRICIA J BANKS, HUSBAND AND WIFE

("Borrower") and **U.S. BANK, NA**

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"),
dated **AUGUST 18, 2003**, securing the original principal sum of U.S. \$ **123,000.00**,
and recorded in **Book or Liber M03, at page(s) 63977-63994**,
of the **Official** Records of **KLAMATH COUNTY, OREGON**,
[Name of Records] [County and State, or other jurisdiction]
and (2) the Balloon Note bearing the same date as, and secured by the Security Instrument, (the "Note")

MULTISTATE BALLOON LOAN MODIFICATION--Single Family--Freddie Mac UNIFORM INSTRUMENT Form 3293 1/01 (page 1 of 4)

CoreLogic Document Services

OREGON

CoreLogic, Inc.

CLDS# ORFR3293 Rev. 05-30-08

which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at:

2322 HILDEBRAND ROAD, BONANZA, OREGON 97623

[Property Address]

the real property described being set forth as follows:

**THE SE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 38 SOUTH,
RANGE 11 1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY,
OREGON, LYING SOUTHEASTERLY OF STATE HIGHWAY 140.**

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **SEPTEMBER 1, 2010**, the amount payable under the note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **39,692.67**.
3. 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 the yearly rate of **4.625 %**, beginning **SEPTEMBER 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **233.87**, beginning on the **1ST** day of **OCTOBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 01, 2033**, (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.

The Borrower will make such payments at **4801 FREDERICA STREET**,
OWENSBORO, KENTUCKY 42301
or at such other place as the Lender may require.

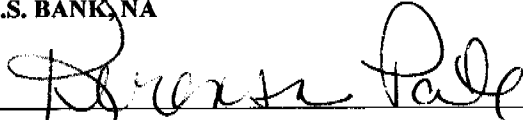
4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

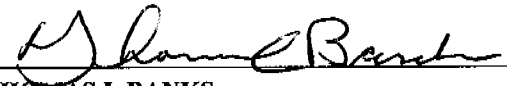
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

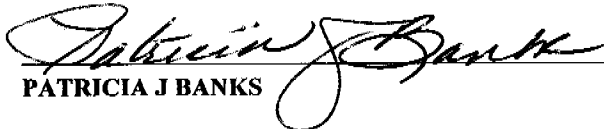
7884101908

To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.

U.S. BANK, NA


_____(Seal)
Name: KERENSA PATE - Lender
Its: ASSISTANT VICE PRESIDENT


_____(Seal)
THOMAS L BANKS - Borrower


_____(Seal)
PATRICIA J BANKS - Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of OREGON

County of Klamath

This instrument was acknowledged before me on _____ (date) by

THOMAS L BANKS AND PATRICIA J BANKS

(name(s) of person(s))

(Seal, if any)

Angela Garcia
(Signature of notarial officer)Oregon Notary
Title (and Rank)My commission expires: June 3, 2011**LENDER ACKNOWLEDGMENT**State of KentuckyCounty of DarlessThis instrument was acknowledged before me on July 28, 2010 (date) byKERENSA PATE

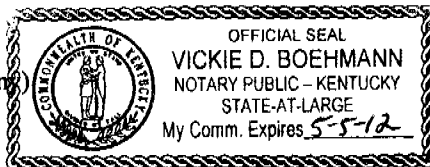
as

ASSISTANT VICE PRESIDENT

of

U.S. Bank, NA

(Seal, if any)

Vickie D. Boehmann
(Signature of notarial officer)Special Loans Specialist
Title (and Rank)My commission expires: 5-5-12