

2011-002585

Klamath County, Oregon



00097790201100025850030039

02/28/2011 09:21:48 AM

Fee: \$47.00

When recorded mail to: #:6505633

First American Title



Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: BOTTORFF - BMPG+

Prepared By: Sadi Waterstraat

U.S. Bank Home Mortgage

16900 West Capitol Drive

Brookfield, WI 53005

Phone: (262) 373-4759

Service Loan Number: 7884333454

#### LOAN EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST

**ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENSION 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 Balloon Loan Modification ("Modification"), entered into effective as of 22 day of Nov, 2010, between **Robert D Bottorff & Suzanne R Bottorff, Husband & Wife** ("Borrower"), and **U.S. Bank N.A.** ("Lender"), and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS in organized and existing under the laws of Delaware, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **October 12, 2007**, securing the original principal sum of U.S. **\$93,750.00**, recorded on **October 16, 2007, Document Number 2007-017906** and in **Klamath County** Records in the State of **Oregon**. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which has been assigned MERS Registration No. **1000212 7884333454 6** and MERS Registration Date **October 18, 2007** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: **XXX KINGS WAY KLAMATH FALLS OR 97603**, the real property described being set forth as follows:

**PARCEL 2 OF LAND PARTITION 63-04 SITUATED IN THE S 1/2 NW 1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 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)

This is a Mortgage Amendment as defined in M.S 287, 01 Subd 2, and as such does not secure a new or increased amount of debt.

1. As of **December 1, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$90,059.52**.

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 3.625%, beginning **December 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$436.22, beginning on the 1<sup>st</sup> day of **December 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on **November 1, 2013** ("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 this 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 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 D. Bottorff  
Robert D Bottorff

Suzanne R. Bottorff  
Suzanne R Bottorff

State of Oregon

County of Lane

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 D Bottorff & Suzanne R Bottorff, 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.

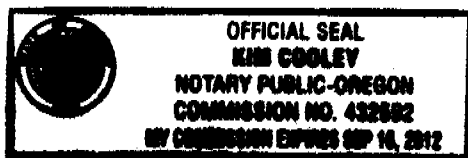
Witnesses my hand and official seal in the county and state afore said this 22 day of November, 2010.

My Commission Expires: 9-16-12

Kim Cooley  
Signature Notary Public

541-942-6416  
Notary Phone Number

Kim Cooley  
Name (typed or printed)



Lender:

U.S. BANK N.A.

By Patricia A Ludka  
Patricia A Ludka, First Vice President

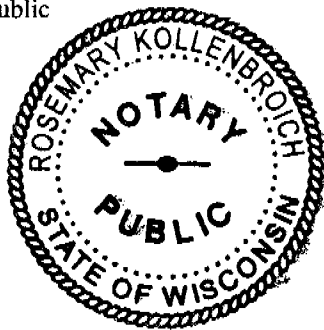
State of Wisconsin  
County of Waukesha

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 8th day of December, 2010.

My Commission Expires: March 3, 2013

Signature Notary Public



Rosemary Kollenbroich  
Signature Notary Public

Rosemary Kollenbroich  
Name (typed or printed)