

2011-002587

Klamath County, Oregon



00097793201100025870030032

02/28/2011 09:32:39 AM

Fee: \$47.00

When recorded mail to: #6505525

First American Title

Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: SANCHEZ - BMPG+

Prepared By: Sadi Waterstraat  
U.S. Bank Home Mortgage  
16900 West Capitol Drive  
Brookfield, WI 53005  
Phone: (262) 373-4759

Service Loan Number: 7884258184

#### 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 19 day of NOV, 2010, between *John Gilbert Suarez & Olivia Carrasco Suarez, 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, 2004*, securing the original principal sum of U.S. *\$99,900.00*, recorded on *October 19, 2004, Document Number M04 Page 71053* 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 7884258184 0* and MERS Registration Date *October 24, 2004* which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: *XXX CROSSBILL DRIVE KLAMATH FALL OR 97601*, the real property described being set forth as follows:

**LOT 1057, RUNNING Y RESORT, PHASE 12, FIRST ADDITION, TRACT 1426, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN 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)

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. *\$91,089.56*.

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 3.75%, beginning **December 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$447.49**, 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.

John Gilbert Suarez  
John Gilbert Suarez

Olivia Carrasco Suarez  
Olivia Carrasco Suarez

State of California

County of Los Angeles

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 John Gilbert Suarez & Olivia Carrasco Suarez, 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.

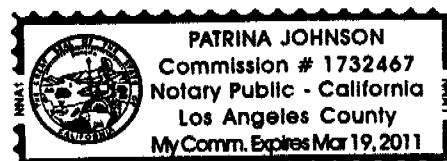
Witnesses my hand and official seal in the county and state afore said this 18 day of Nov, 2010.

My Commission Expires: March 19 2011

Patricia Johnson  
Signature Notary Public

310 791 6702  
Notary Phone Number

PATRINA JOHNSON  
Name (typed or printed)



Lender:

U.S. BANK N.A.

By Patricia A Ludka  
Patricia A Ludka, First Vice President

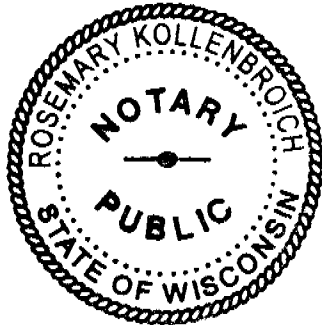
State of Wisconsin  
County of Waukesha

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)