

After Recording Please Return To;  
South Valley Bank & Trust  
Attn: Toni Rinehart  
PO Box 5210  
Klamath Falls OR 97601

2011-005243

Klamath County, Oregon



00100962201100052430010012

04/27/2011 11:32:25 AM

Fee: \$42.00

## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 26 day of April, 2011, and between **Marcus M Henderson** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about May 18, 2005 the Borrower(s) (or the original maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Lender that certain promissory note in the sum of \$125,100.00 payable in monthly installments with interest at the rate of 6.500% per annum. For the purpose of securing the payment of said promissory note, the Borrower (s) (or the original maker (s) if the Borrower (s) is an assignee of record) did make, execute and deliver to the Lender their certain Mortgage or Trust Deed, hereinafter called a "Security Instrument" bearing date of May 18, 2005, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 6 of TROUBADOR TRAIL-TRACT 1360, a resubdivision of Lots 1, 2 and 36 of Tract 1316-PARADISE HILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Said Security Instrument was duly recorded in the records of said county and state on May 19, 2005 in Vol M05 Pg 36455 and Modification of Mortgage or Trust Deed dated April 29, 2008 and recorded on May 7, 2008 as doc # 2008-006782.

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Twenty Five Thousand One Hundred and 00/100 dollars together with the accrued interest therein, and the Borrower (s) desire a modification of the terms of payment thereof, to which the Lender is agreeable on the terms and conditions hereinafter stated and not otherwise.

NOW THEREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the parties hereto do hereby agree that the balance now due and owing on the promissory note hereinafter described will be due and payable in monthly installments of interest only, on the unpaid principal balance at the rate of 6.500% per annum. The first installment is due and payable on July 1, 2011 and like installments will be due and payable on the 1<sup>st</sup> day of each month thereafter. If on June 1, 2014 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Except as herein modified in the manner and on the terms and conditions herein stated, the said promissory note and Security instrument will be in full force and effect, with all the terms and conditions of which the Borrower(s) do agree to comply in the same manner and to the same extent as though the provisions thereof, were in all respects incorporated herein and made a part of this agreement.

IN WITNESS WHEREOF, the Borrower(s) have hereunto set their hand (s) and seal (s) and the Lender has caused those present to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

  
\_\_\_\_\_  
Marcus M Henderson

AMERITITLE has recorded this  
Instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

State of Oregon  
County of Klamath

This instrument was acknowledged before me on 4/26/ 2011 (date) by Marcus M Henderson



Notary Public for Oregon

My commission expires 2/22/13

South Valley Bank & Trust

By:   
Cortney Felix  
VP/Real Estate Department Manager

422m