

UTC 1394-10528
after Recording:
Smith Valley Bank & Trust
803 Main Street
Klamath Falls, OR 97601
Attn: Toni

2011-007021

Klamath County, Oregon



00103067201100070210010018

06/08/2011 11:17:44 AM

Fee: \$37.00

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 1 day of June May, 2011, and between **Ernest Corey Cherrstrom and Janis Cherrstrom** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about May 16, 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 \$144,000.00 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 16, 2005, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 844, RUNNING Y RESORT, PHASE 11, 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 17, 2005 in Vol M05 Pg 35804 and Modification of Mortgage or Trust Deed dated April 23, 2008 and recorded on June 16, 2008.

There is now due and owing upon the promissory note aforesaid, the principal sum of One Hundred Forty-Three Thousand Eight Hundred Forty-Four and 97/100 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 installment will be due and payable on the 1st day of each month thereafter, until principal and interest are paid in full. 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.

Ernest Corey Cherrstrom
Ernest Corey Cherrstrom

Janis Cherrstrom
Janis Cherrstrom

State of California
County of Placer

This instrument was acknowledged before me on June 1st 2011 (date) by Ernest Corey Cherrstrom and Janis Cherrstrom

Notary Public for Placer County
My commission expires 6/20/13

South Valley Bank & Trust

By: Courtney Felix
Courtney Felix
VP/Residential Real Estate Department Manager



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.

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