NIC 13910-10549

2011-007512 Klamath County, Oregon



06/21/2011 11:31:59 AM

Fee: \$42.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON REPRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

After Recording, Return To:

South Valley Bank and Trust 803 Main Street, 4th Floor Klamath Falls, OR 97601

1. Name(s) of the Transaction(s):

Modification of Mortgage or Trust Deed

2. Direct Party (Grantor):

Timothy M. Greager and Serena Greager

- 3. Indirect Party (Grantee):
- 4. True and Actual Consideration Paid:
- 5. Legal Description:

See attached

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.

429ms

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 10th day of , 2011, and between Timothy M Greager an Serena Greager hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about August 21, 2008, 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 \$160,000.00 payable in monthly installments with interest at the rate of 7.000% 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 August 21, 2008, conveying the following described real property, situated in the County of Klamath State of Oregon to-wit:

Lot 54 of Tract 1475- Gray Rock, Phase 4, 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 August 28, 2008 as doc # 2008-012081.

There is now due and owing upon the promissory note aforesaid, the principal sum of Eighteen Thousand Two Hundred Forty-five and 19/100 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 \$187.63, on the unpaid principal balance at the rate of 7.000% per annum. The first installment is due and payable on September 1, 2011 and like installment will be due and payable on the 1^{st} day of each month thereafter, until principal and interest are paid in full. If on August 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.

Timothy M Greager

Derena Treagu

State of Washingtow)

County of Be inton This instrument was acknowledged before me on ______ 2011 (date) by Timothy M

Greager and Serena Greager

Notary Public for Washington My commission expires 43912

South Valley Bank & Trust

VP/Residential Real Estate Department Manager

AFTER RECORDING RETURN TO: SOUTH VALLEY BANK & TRUST 803 MAIN ST. STE.

97601 KLAMATH FALLS, OR

TONI RINEHART ATTN: