

2011-007773

Klamath County, Oregon



00104022201100077730030030

06/29/2011 09:29:53 AM

Fee: \$47.00

When Recording Return To: **BMPG**
First American Title Company
P.O. Box 27670
Santa Ana, CA 92799
Attn: Loss Mitigation Title Services

6700474

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

Service Loan Number: 7884728033

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 21st day of May, 2011, between **Brian Shaw & Nancy L Shaw, 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 **April 9, 2008**, securing the original principal sum of U.S. **\$31,744.00**, recorded on **April 22, 2008, Document Number 2008-005866** 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 7884728033 1** and MERS Registration Date **April 17, 2008** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: **LOT 11 COLLAR DRIVE LA PINE OR 97739**, the real property described being set forth as follows:

LOT 11 IN BLOCK 1, PLAT NO. 1204, LITTLE RIVER RANCH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF 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 **June 1, 2011**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$30,054.41**.

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 **4.25%**, beginning **June 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$156.10**, beginning on the **1st day of June 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid-in-full**. If on **May 1, 2014** ("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.

Brian Shaw
Brian Shaw

Nancy L. Shaw
Nancy L Shaw

State of OREGON

County of CLATSOP

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 **Brian Shaw & Nancy L Shaw**, 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 27 day of May, 2011.

My Commission Expires: 4/1/14

Kim E Schuboth
Signature Notary Public

(503) 275-4058
Notary Phone Number

Kim E Schuboth
Name (typed or printed)



Lender:

U.S. BANK N.A.

By Patricia A Ludka
Patricia A Ludka, 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, 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 15 day of June, 2011.

My Commission Expires: March 3, 2013

Signature Notary Public

Rosemary Kollenbroich
Signature Notary Public

Rosemary Kollenbroich
Name (typed or printed)

