WIC 18910-10451

After Recording Return To; SVB&T Attn: Toni R PO Box 5210 Klamath Falls OR 97601 2011-010845 Klamath County, Oregon



09/28/2011 11:27:43 AM

Fee: \$42.00

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this <u>U</u> day of <u>September, 2011</u>, and between <u>James M Yewchuk</u> hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about <u>July 26, 2005</u>, the Borrower(s) (or the original maker(s) if the Borrower is an assignce of record) did make, execute and deliver to the Lender that certain promissory note in the sum of <u>\$49,200.00</u> payable in monthly installments with interest at the rate of <u>7.250%</u> 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 assignce of record) did make, execute and deliver to the Lender their certain Mortgage or Trust Deed, hereinafter called a "Security Instrument" bearing date of <u>July 26, 2005</u>, conveying the following described real property, situated in the County of <u>Klamath</u> State of Oregon to-wit:

Lot 1 in Block 3 of TRACT 1152-NORTH HILLS, 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 July 28, 2005, in Vol M05 as Pg 58473 and modification of mortgage or trust deed dated August 26, 2008 and recorded on September 5, 2008 as doc# 2008-012460.

There is now due and owing upon the promissory note aforesaid, the principal sum of Forty-Nine Thousand Two 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 <u>interest only</u>, on the unpaid principal balance at the rate of <u>7.250%</u> per annum. The first installment is due and payable on <u>September 1, 2011</u> and like installment will be due and payable on the <u>1st</u> day of each month thereafter, until principal and interest are paid in full. If on <u>August 1, 2014</u>, (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.

James M Yewchuk

State of O(e) (County of X (a) (with)

This instrument was acknowledged before me on September 2011 (date) by James M Yewchuk

Notary Public for Over

My commission expires

106/66/0

South Valley Bank & Trust

Cortney Hall

VP/Residential Real Estate Department Manager

OFFICIAL SEAL
TONI L RINEHART
NOTARY PUBLIC-OREGON
COMMISSION NO. 436011
MYCOMMISSION EXPIRES FEBRUARY 22, 2013

AMERITITLE , has recorded this instrument by request as an accomposation 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.

Exattached to Modification of 2