2012-001864 Klamath County, Oregon



02/21/2012 09:45:33 AM

Fee: \$52.00

When recorded mail to: #:6984114

First American Title Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: KIRSCHENMANN - BMPG+

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

Service Loan Number: 7884333192

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 ** RECORDED Lenders address: 1611 Land Fr Klamath OR 97601 St Curultur KY 42301

This Balloon Loan Modification ("Modification"), entered into effective as of not day of where and year of the control of the 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 SEPTEMBER 29TH 2005, securing the original principal sum of U.S. \$119,250.00, recorded on SEPTEMBER 30TH 2005, Document Number M05-65431 and in KLAMATH County Records in the State of OR. (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 7884333192 2 and MERS Registration Date OCTOBER 4TH 2005 which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: LOT 4 TROUBADOR TRAIL 1360, KLAMATH FALLS, OR 97601, the real property described being set forth as follows:

See Attached

Parcel ID Number: 3709-03100-02500-000

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 *NOVEMBER 1ST 2011*, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$83,107.71.
- 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 3.375%, beginning NOVEMBER 1ST 2011. The Borrower promises to make monthly payments of principal and interest of

U.S. \$421.44, beginning on the 1st day of NOVEMBER 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on OCTOBER 1ST 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 <u>4801 Frederica Street</u>, <u>Owensboro</u>, <u>Kentucky 42301</u> 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.

Miss C	
REBECCA LYNN KIRSCHENMANN	
State of Orlyn County of Klamuth	
County of Klamath	
I hereby certify that on this day, before me, an officer dul aforesaid to take acknowledgments, personally appeared <u>REE</u> the person described in and who executed the foregoing instruthe same for the purpose therein expressed.	BECCA LYNN KIRSCHENMANN, to be known to be
Witnesses my hand and official seal in the county and state af	ore said this The day of November, 2011.
My Commission Expires: 10103/14 Bully Rublic Signature Notary Public	S11-883-41a11 Notary Phone Number
Brienne Ciley Name (typed or printed)	OFFICIAL SEAL BRIENNE MARIE RILEY NOTARY PUBLIC - OREGON COMMISSION NO. 452754 MY COMMISSION EXPIRES OCTOBER 03, 2014

Lender:

U.S. BANK N.A.

By Articia A Ludka, First 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 <u>Patricia A Ludka, First Vice President</u>, 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

day of

. 2011.

My Commission Expires: March 3, 2013

Signature Notary Public

Signature Notary Public

Rosemary Kollenbröich Name (typed or printed)



LEGAL DESCRIPTION

Lot 4 of TROUBADOUR 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.

Tax Account No:

3709-03100-02500-000

Key No:

887891