2012-001865 Klamath County, Oregon



02/21/2012 09:46:40 AM

Fee: \$47.00

When recorded mail to: #:6984183
First American Title Loss Mitigation Title Services 12106.3
P.O Box 27670
Santa Ana, CA 92799
RE: KNAP - BMPG+

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

Service Loan Number: 7884583704

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 ABOYCES IS IS RECORDED LARGE ALARS: 4801 Sychletica Statement and the security instrument is recorded large and the security instrument and the security instrument

This Balloon Loan Modification ("Modification"), entered into effective as of the day of Note 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 OCTOBER 23RD 2008, securing the original principal sum of U.S. \$50,000.00, recorded on OCTOBER 29TH 2005, Document Number 2008-014687 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 7884583704 I and MERS Registration Date OCTOBER 31ST 2008 which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: 860 WEST VIEW DRIVE, KLAMATH FALLS OR, 97603, the real property described being set forth as follows:

LOT 68, TRACT NO. 1438, 8TH ADDITION TO NORTH HILLS-PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON

Parcel ID Number: R892058

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 *DECEMBER 1ST 2011*, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$24,494.80.

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 3.375%, beginning DECEMBER 1ST 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$115.31, beginning on the 1st day of DECEMBER 1ST 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on NOVEMBER 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 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.

Steven anthony Knap	
State of <u>California</u>	
County of San Blinaidira	
I hereby certify that on this day, before me, an officer duly authorize aforesaid to take acknowledgments, personally appeared <u>STEVEN ANT</u> described in and who executed the foregoing instrument and acknowledge the purpose therein expressed.	HONY KNAP to be known to be the person
Witnesses my hand and official seal in the county and state afore said thi	s_7 day of Nowlinder, 2011.
My Commission Expires: 3-18-2013	
Signature Notary Public Photary Ph	9-463-2817 one Number
EVANA OCCHINO Name (typed or printed)	EVANA OCCHINO

NOTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY My Comm. Expires Mar. 18, 2013 Lender:

U.S. BANK N.A.

By Atticia A Cuella Patricia 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 Publ

Rosemary Kollenbroich Name (typed or printed)