

2012-003025

Klamath County, Oregon



00115664201200030250040044

03/23/2012 08:59:54 AM

Fee: \$52.00

When recorded mail to: #7134771

First American Title

Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: FAGANELLO - BMPG+

Prepared By: Sadi Waterstraat
U.S. Bank Home Mortgage
16900 West Capitol Drive
Brookfield, WI 53005
Phone: (262) 252-7309

Service Loan Number: 7884465520

LOAN EXTENSION OF MORTGAGE

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 Feb., 2012, between **BARRY L FAGANELLO, SINGLE AND PETER J MONGAN, SINGLE**, ("Borrower"), whom resides at **5488 HAVENCREST DRIVE, KLAMATH FALLS, OR 97603**, and **U.S. Bank N.A.** ("Lender"), who's address is **4801 Frederica St, Owensboro, KY 42301**, 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 **AUGUST 2, 2005**, securing the original principal sum of U.S. **\$79,650.00**, recorded on **AUGUST 5, 2005, Document Number M05-61309** 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 7884465520 4** and MERS Registration Date **AUGUST 9, 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 WASHINGTON AVE, MALIN, OR 97603, the real property described being set forth as follows:

SEE ATTACHED

Parcel ID Number: 887241

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)

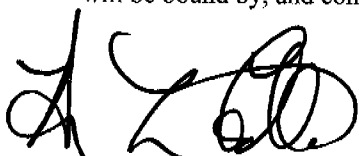
This is a Mortgage Amendment as defined in M.S 287, 01 Subd 2, and as such does not secure a new or increased amount of debt.

1. As of **OCTOBER 1, 2011**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$65,186.24**.

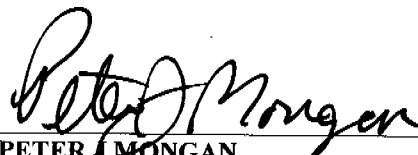
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 3.25%, beginning **OCTOBER 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. \$326.27, beginning on the 1st day of **OCTOBER, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on **SEPTEMBER 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.



BARRY L. FAGANELLO



PETER MONGAN

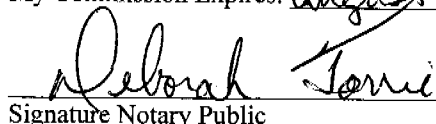
State of Oregon

County of Klamath

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 **BARRY L FAGANELLO, SINGLE AND PETER J MONGAN, SINGLE**, 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 21st day of February, 2012.

My Commission Expires: August 20th 2013



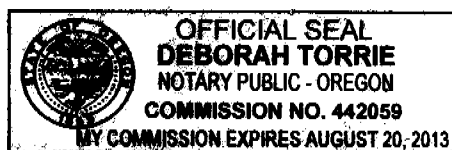
Signature Notary Public

541-884-6538

Notary Phone Number

Deborah Torrie

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, Rosemary Kollenbroich, 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 8 day of March, 2012.

My Commission Expires: March 3, 2013

Signature Notary Public

Rosemary Kollenbroich
Signature Notary Public

Rosemary Kollenbroich
Name (typed or printed)

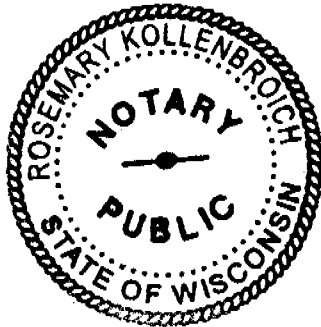


Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

The NE 1/4 of the NE 1/4 of Section 16 in Township 41 South, Range 12 E. W. M., Klamath County, Oregon

EXCLUDING THEREFROM that certain parcel of land heretofore conveyed by Deed, dated September 11, 1939 by J. C. Boyle and Nina C. Boyle, his wife to Benjamin J. Henzel and Richard W. Henzel, co-partnership doing business as Henzel Brothers, and more particularly described as follows, to-wit: Beginning at Northwest corner of the NE 1/4 NE 1/4 of Section 16 Twp. 41 S. R. 12 E. W. M.; thence Easterly along the section line between Sections 9 and 16 in said Township and Range a distance of 514 feet, more or less, to the Westerly line of the Malin Irrigation District High Line Canal; thence in a Southerly and Southeasterly direction along the Westerly line of the said Canal to the one-quarter Section line between the NE 1/4 NE 1/4 and the SE 1/4 SE 1/4 of said Sec. 16; thence in a Westerly direction along said Quarter section line a distance of 702 feet, more or less, to the intersection thereof with the Easterly line of the U. S. R. S. "D" Canal; thence along the Easterly line of said U. S. R. S. "D" Canal in a Northwesterly direction to the point of intersection of the Easterly line of said canal with the quarter section line between the NW 1/4 NE 1/4 and the NE 1/4 NE 1/4 of said Section 16; thence in a Northerly direction along said Quarter section line a distance of 235 feet, more or less, to the place of beginning, all situate in the NE 1/4 NE 1/4 of the Section 16, Twp. 41 S., R. 12 E. W. M. Also excepting therefrom all that portion of the NE 1/4 NE 1/4 of Sec. 16 Twp. 41 S. R. 12 E. W. M. which lies Southwesterly from the Southwesterly boundary of the U. S. "D" Canal right of way. ALSO excepting therefrom a strip of land 20 feet in width off of the East side of the NW 1/4 NW 1/4 of Sec. 15 Twp. 41 S., R. 12 E. W. M.

Tax Parcel Number: 887241 and 110329