

2012-003026

Klamath County, Oregon



00115665201200030260040041

03/23/2012 09:03:18 AM

Fee: \$52.00

When recorded mail to: #7134689

First American Title

Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: GOOGINS - BMPG+

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

Service Loan Number: 7890071017

#### 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 1<sup>st</sup> day of FEBRUARY, 2012, between **ROBERT GOOGINS, A MARRIED PERSON AND JEFFREY P. GOOGINS, A MARRIED PERSON** ("Borrower"), whom resides at **108 SANDPIPER DRIVE, MOORESVILLE, NC 28117**, 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 **JANUARY 26, 2006**, securing the original principal sum of U.S. **\$64,000.00**, recorded on **JANUARY 31, 2006, Document Number MO6-01912** 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 7890071017 4** and MERS Registration Date **FEBRUARY 2, 2006** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: **LOT 16 QUAIL POINT ESTATES, KLAMATH FALLS, OR 97601**, the real property described being set forth as follows:

**LOT 16, TRACT 1432-QUAIL POINT ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING A REPLAT OF PARCEL 2 OF LAND PARTITION 27-93 AND LOTS 18-26, BLOCK 10 OF BUENA VISTA ADDITION, SITUATED IN THE SW 1/4 OF SECTION 19 AND THE NW 1/4 OF SECTION 30, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON**

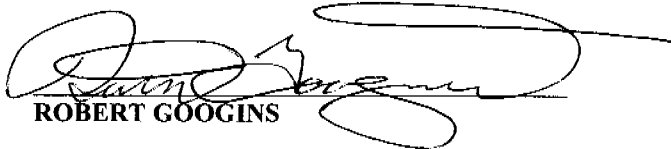
In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows: (notwithstanding anything contrary contained in the Note or Security Instrument)

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 **MARCH 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$57,777.15**.
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 **MARCH 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$292.99**, beginning on the **1<sup>st</sup> day of MARCH, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid-in-full**. If on **FEBRUARY 1, 2015** ("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.

  
ROBERT GOOGINS

  
JEFFREY P. GOOGINS

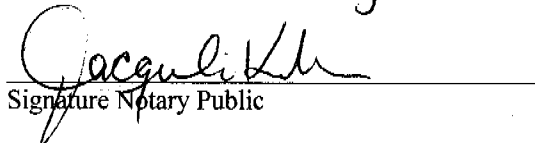
State of NORTH CAROLINA

County of IREDELL

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 ~~ROBERT GOOGINS AND JEFFREY P. GOOGINS~~, 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.

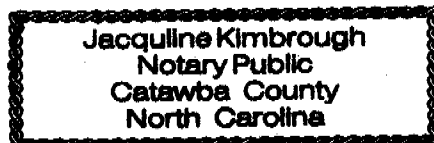
Witnesses my hand and official seal in the county and state afore said this 23 day of February, 2012.

My Commission Expires: May 18 2014

  
Signature Notary Public

704-663-8833  
Notary Phone Number

Jacqueline Kimbrough  
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.

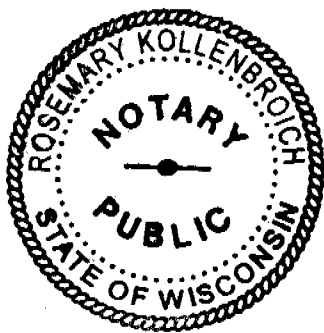
Witness my hand and seal of office this 8 day of March, 2012.

My Commission Expires: March 3, 2013

Signature Notary Public

Rosemary Kollenbroich  
Signature Notary Public

Rosemary Kollenbroich  
Name (typed or printed)



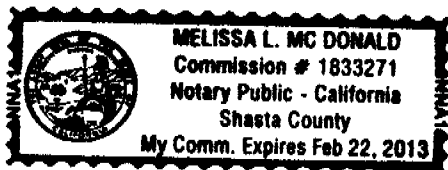
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SHASTA

On MARCH 2, 2012 before me, MELISSA L. McDONALD, NOTARY PUBLIC

personally appeared ROBERT GOOGINS



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa L. McDonald

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: LOAN EXTENSION OF MORTGAGE

Document Date: FEBRUARY 1, 2012 Number of Pages: 3

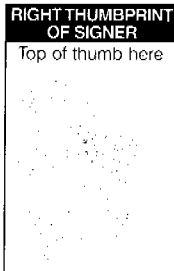
Signer(s) Other Than Named Above: JEFFREY P. GOOGINS, PATRICIA A. LUDKA

### Capacity(ies) Claimed by Signer(s)

Signer's Name: ROBERT GOOGINS

- ☒ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

