NJC 1396-10909

After Recording Please Return To; South Valley Bank & Trust Attn: Cortney Hall PO Box 5210 Klamath Falls OR 97601 2012-009324 Klamath County, Oregon

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## MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this 1.2 day of August, 2012, and between Kelli Johnson hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about <u>August 25, 2006</u> the Borrower(s) (or the original maker(s) if the Borrower is an assignee of record) did make, execute and deliver to the Lender that certain promissory note in the sum of \$72,000.00, payable in monthly installments with interest at the rate of 8.250% 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 assignee 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>August 25, 2006</u>, conveying the following described real property, situated in the County of <u>Klamath</u> State of Oregon to-wit:

Parcel 1 of Land Partition 84-05 situated in the S1/2 of Section 7, Township 40 South, Range 10 East of the Willamette Meridian, and the N1/2 of Section 18, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Said Security Instrument was duly recorded in the records of said county and state on <u>August 28</u>, <u>2006 as doc# 2006-017192 and Modification of Mortgage or Trust Deed dated August 14, 2009 and recorded on August 24, 2009 as doc# 2009-011370</u>.

There is now due and owing upon the promissory note aforesaid, the principal sum of **Seventy Two Thousand and 00/100 dellars** 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>8.250%</u> per annum. Interest payments will begin <u>October 1, 2012</u> and like installment will be due and payable on the <u>1</u><sup>st</sup> day of each month thereafter, until principal and interest are paid in full. If on <u>September 1, 2015</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.

4 And

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.
Kelli Johnson
State of Oregon County of Klaman L This instrument was acknowledged before me on Qua 13, 2012 (date) by Kelli Johnson
Colector Hanand
Notary Public for the state of Oregon
My commission expires may 29 2015
By: OFFICIAL SEAL Cortney Hall VP/Residential Real Estate Department Manager  OFFICIAL SEAL COLETTE L HERNANDEZ NOTARY PUBLIC-OREGON COMMISSION NO. 457779 MY COMMISSION EXPIRES MAY 29, 2015

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