

2012-010615

Klamath County, Oregon



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09/25/2012 02:54:11 PM

Fee: \$52.00

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

When recorded email to: #7385468

First American Title  
Loss Mitigation Title Services 12106.3  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: SCHMITZ - BMPG+

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

Service Loan Number: 7884333138

#### MODIFICATION 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 4<sup>th</sup> day of June, 2012, between **MIGUEL A SCHMITZ & JENNIFER A SCHMITZ, HUSBAND & WIFE** ("Borrower"), whom resides at 8624 E MARINGO DR SPOKANE WA 99212, 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 **APRIL 27, 2005**, securing the original principal sum of U.S. **\$243,000.00**, recorded on **MAY 2, 2005, Document Number VOL M05 PG 31445-62** and in **KLAMATH County** Records in the State of **OREGON**. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which has been assigned MERS WHOS ADDRESS IS 1901 E VOORHEES STREET, SUITE C DANVILLE, IL 61834 Registration No. **1000212 7884333138 5** and MERS Registration Date **MAY 4, 2005** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: **XXX KLAMATH FALLS OR 97601**, the real property described being set forth as follows:

#### **SEE ATTACHED EXHIBIT 'A'**

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 **JUNE 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$176,179.64**.

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 **3.50%**, beginning **JUNE 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$930.25**, beginning on the **1<sup>st</sup> day of JUNE 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid-in-full**. If on **MAY 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.

  
MIGUEL A SCHMITZ

  
JENNIFER A SCHMITZ

State of WA

County of Spokane

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 MIGUEL A SCHMITZ & JENNIFER A SCHMITZ, 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.

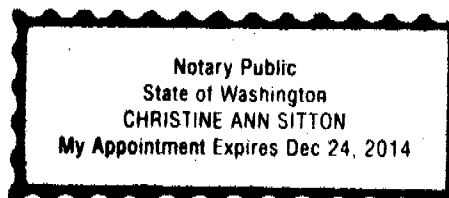
Witnesses my hand and official seal in the county and state afore said this 4<sup>th</sup> day of June, 2012.

My Commission Expires: 12-24-14

  
Signature Notary Public

(509) 991-5105  
Notary Phone Number

Christine A. Sitten  
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, Michelle Horbinski, 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.

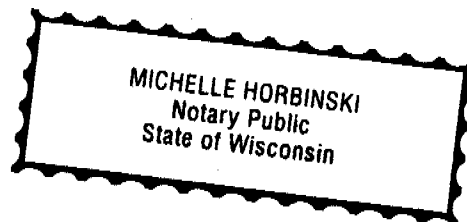
Witness my hand and seal of office this 28 day of June, 2012.

My Commission Expires: September 6, 2015

Signature Notary Public

Michelle Horbinski  
Signature Notary Public

Michelle Horbinski  
Name (typed or printed)



# Exhibit "A"

Lot 828, TRACT 1404 - REPLAT OF LOTS 792-795 and 818-820 of  
RUNNING Y RESORT, PHASE 10 - TRACT 1404, according to the official  
plat thereof on file in the office of the County Clerk of Klamath  
County, Oregon.

Account No.: 3808-015BD-01300-000

Key No.: 888016



SCHMITZ

45377445

OR

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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