MK 1396-10996

After Recording Please Return To; South Valley Bank & Trust Attn: Cortney Hall PO Box 5210 Klamath Falls, OR 97601 2012-013399

Klamath County, Oregon 12/04/2012 10:13:14 AM

Fee: \$47.00

MODIFICATION OF MORTGAGE OR TRUST DEED

THIS AGREEMENT made and entered into this <u>23</u> day of <u>November 2012</u>, and between **Pamela Louise Wendt, Trustee of the Wendt Living Trust** hereinafter called the "Borrower(s)" and South Valley Bank & Trust, an Oregon Banking Corporation, hereinafter called the "Lender".

WITNESSETH: On or about <u>November 21, 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 <u>\$134,460.00</u> payable in monthly installments with interest at the rate of <u>8.25%</u> 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>November 21, 2006</u>, conveying the following described real property, situated in the County of <u>Klamath</u> State of Oregon to-wit:

<u>Lot 14, Tract 1472, RIDGEWATER SUBDIVISION, PHASE 1, according to the official plat</u> thereof on file in the office of the County Clerk of Klamath County, Oregon.

Said Security Instrument was duly recorded in the records of said county and state on November 30, 2006 as Doc# 2006-023889 and Modification of Mortgage or Trust Deed on November 17, 2009 in Doc # 2009-0014794

There is now due and owing upon the promissory note aforesaid, the principal sum of <u>One Hundred Thirty Two Thousand Six Hundred Six and 42/100 dollars</u> 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 \$950.03, on the unpaid principal balance at the rate of 6.000% per annum. Principal and interest payments will begin December 1, 2012 and like installment will be due and payable on the 1st day of each month thereafter, until principal and interest are paid in full. If on November 1, 2015, (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.

AMT

Notary Public for State

My commission expires

South Valley Bank & Trust

Cortney Hall
VP, Residential Real Estate Lending

KEITH LAX, JR.

Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
February 6, 2016

AMERITITUE, has recorded this instrument by request as an accomodation 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.