2013-011358

Klamath County, Oregon 10/08/2013 09:03:00 AM

Fee: \$52.00

First American Title

Loss Mitigation Title Services 12106.3 P.O. Box 27670

Santa Ana, CA 92799 RE: HAMMON - BMPG+

Service Loan Number: 7884575096

WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114

NATIONAL RECORDING

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 29TH day of AUGUST., 2013, between PAUL J HAMMON AND LISA M HAMMON, HUSBAND AND WIFE ("Grantor"), whom resides at 961 INDIAN ROCK AVE BURKLEY CA 94707, and U.S. Bank N.A. ("Grantee"), 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 July 24, 2007, securing the original principal sum of U.S. \$220000.00, recorded on JULY 27, 2007, Document Number 2007-013328 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 7884575096 2 and MERS Registration Date AUGUST 01, 2007 which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: LOT 1211 RUNNIN KLAMATH FALLS OR 97601, the real property described being set forth as follows:

LOT 1211, RUNNING Y RESORT PHASE 13 TRACT 1429, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Parcel ID Number: R891236

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 **SEPTEMBER 01, 2013**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$197720.24.

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 SEPTEMBER 01, 2013. The Borrower promises to make monthly payments of principal and interest of U.S. \$1015.72, beginning on the 1st day of SEPTEMBER 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full, If on AUGUST 01, 2016 ("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.

- 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.

Paul J. Hammon	LISA M HAMMON
State of Callfornia	
County of Alamoda	
• • • • • • • • • • • • • • • • • • • •	ne, an officer duly authorized in the state aforesaid and in the countaily appeared <u>PAUL J HAMMON AND LISA M HAMMON</u> , to

ty 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 29 45 day of A5 56 , 2013.

My Commission Expires:

Signature Notary Public

510-918-1098 Notary Phone Number

Suncsos Name (typed or printed)

SUNGSOO HAN NOTARY PUBLIC - CALIFORNIA COMMISSION # 1981812 ALAMEDA COUNTY My Comm. Exp. July 11, 2016

CALIFORNIA ALL-PURPOSE -CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Alameda	
On 08/29/2013 before me, 50	NOTARY PUBLIC ,
,	(Here insert name and title of the officer)
personally appeared Paul 5. I-land	and Lisa M Haniarin
the within instrument and acknowledged to me the	dence to be the person(s) whose name(s) is/are subscribed to nat he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of at.
I certify under PENALTY OF PERJURY under the	ne laws of the State of California that the foregoing paragraph
is true and correct.	
WITNESS my hand and official seal.	SUNGSOO HAN NOTARY PUBLIC - CALIFORNIA COMMISSION # 1981812 ALAMEDA COUNTY My Comm. Exp. July 11, 2016
	(Notary Seal)
Signature of Motary Public	(140taly Seal)
A	
ADDITIONAL O	PTIONAL INFORMATION
	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative
(Title or description of attached document)	acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
(Title or description of attached document continued)	
Number of Pages Document Date	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
	must also be the same date the acknowledgment is completed.
(Additional information)	• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
	 Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER □ Individual (s)	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to ministing of the correct forms.
☐ Corporate Officer	information may lead to rejection of document recording. • The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.
Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk.
☐ Attorney-in-Fact ☐ Trustee(s)	Additional information is not required but could help to ensure this
☐ Other	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
	 Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document

Lender:

U.S. BANK N.A.

Michelle Horbinski Officer of U.S. Bank N.A.

State of Wisconsin County of Waukesha

I, Samantha Hruz, 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 Michelle Horbinski Officer of U.S. Bank N.A., 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 $\underline{11}$ day of $\underline{\text{September}}$, $\underline{2013}$.

My Commission Expires: March 14, 2017

Signature Notary Public

Samantha Hruz Name (typed or printed)

SAMANTHA HRUZ Notary Public State of Wisconsin