

**2014-009486**

**Klamath County, Oregon**

**09/11/2014 12:54:01 PM**

**Fee: \$62.00**

**RECORDING COVER SHEET (Please Print or Type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

*THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE*

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WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING  
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**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

MODIFICATION OF MORTGAGE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

JEFFREY A. BUTLER  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

U.S. BANK, N.A.  
\_\_\_\_\_  
*M & N S*  
\_\_\_\_\_  
\_\_\_\_\_

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ 0.00 ☐ Other

**5) SEND TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL  
(If applicable) ☐ PARTIAL

**7) The amount of the monetary  
obligation imposed by the order  
or warrant. ORS 205.125(1)(c)**

\$ \_\_\_\_\_

**8) If this instrument is being Re-Recorded, complete the following statement, in  
accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF \_\_\_\_\_**

TO CORRECT \_\_\_\_\_

PREVIOUSLY RECORDED IN BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE  
NUMBER \_\_\_\_\_."

~~When recorded mail to: #9268724~~

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

Prepared By: Carla Cristobal  
U.S. Bank Home Mortgage  
16900 West Capitol Drive  
Brookfield, WI 53005  
Phone: (262) 252-7388

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Service Loan Number: 7884438521

#### 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 4th day of AUGUST, 2014, between **JEFFREY A BUTLER, UNMARRIED** ("Grantor"), whom resides at **9112 PUEBLO AVE LAKESIDE CA 92040**, 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 **MAY 11, 2005**, securing the original principal sum of U.S. **\$74,000.00**, recorded on **MAY 27, 2005, Document Number N/A, Volume M05, Page(s) 39201-17** 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 7884438521 6** and MERS Registration Date **JUNE 01, 2005** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: **128 RUNNING Y RESORT KLAMATH FALLS OR 97601**, the real property described being set forth as follows:

**LOT 128, RUNNING Y RESORT, PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

  
**49128582**

**BUTLER**

**OR**

**Parcel ID Number: R881401**



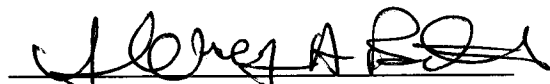
In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows: (notwithstanding anything contrary contained in the Note or Security Instrument)

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 **JULY 01, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$63,020.81**.
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 **3.875%**, beginning **JULY 01, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$365.87**, beginning on the **1<sup>st</sup> day of JULY 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid-in-full**. If on **JUNE 01, 2017** ("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.

  
JEFFREY A BUTLER

State of \_\_\_\_\_

County of \_\_\_\_\_

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 JEFFREY A BUTLER, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that HE executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state afore said this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature Notary Public

\_\_\_\_\_  
Notary Phone Number

\_\_\_\_\_  
Name (typed or printed)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 8/4/2014 before me, Greg Gagnon Notary Public  
(Here insert name and title of the officer)

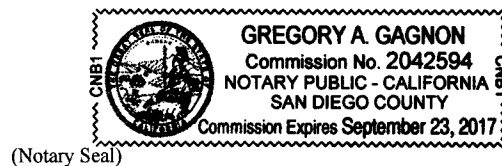
personally appeared Jeff Alan Butler

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ 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 of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM


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 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.

- 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.
- 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.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is/~~are~~) or checking the correct forms. Failure to correctly indicate this 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 sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this 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

\*\*\* PLEASE DO NOT WRITE, STAMP OR SIGN BELOW \*\*\*  
RESERVED FOR LENDER'S USE ONLY

Lender:

U.S. BANK N.A.

By   
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 19 day of August, 2014.

My Commission Expires: March 14, 2017

Samantha Hruz  
Name (typed or printed)

  
Signature Notary Public

