2015-001448 Klamath County, Oregon



02/18/2015 01:17:53 PM

Fee: \$52.00

When recorded mail to: #:9390526
First American Title Loss Mitigation Title Services 12106.3
P.O. Box 27670
Santa Ana, CA 92799
RE: SPROUSE - BMPG+

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

Service Loan Number: 7884258315

## 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 28 day of October, 2014, between DANIEL SPROUSE, MARRIED ("Grantor"), whom resides at 2650 NE ALAMEDA ST PORTLAND OR 97212, 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 SEPTEMBER 23, 2005, securing the original principal sum of U.S. \$189,000.00, recorded on OCTOBER 10, 2005, Document Number M05-66148 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 7884258315 0 and MERS Registration Date OCTOBER 10, 2005 which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: UHRMAN RD TL 40 KLAMATH FALLS OR 97601, the real property described being set forth as follows:

E 1/2 NW 1/4 NW 1/4 OF SECTION 17, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ALONG THE SOUTHERLY LINE OF THE W 1/2 NW 1/4 NW 1/4.

Parcel ID Number: R430643

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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 **NOVEMBER 01, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$156,715.95**.
- 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 4.00%, beginning NOVEMBER 01, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$920.21, beginning on the 1st day of NOVEMBER 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on OCTOBER 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 <u>4801 Frederica Street</u>, <u>Owensboro</u>, <u>Kentucky 42301</u> 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.

DANIEL SPROUSE

Roge 1.

State of OREGON				
County of WASHINGTON				
I hereby certify that on this day, befaforesaid to take acknowledgments, described in and who executed the for the purpose therein expressed.	, personally ap	peared <u>DANIEL SPI</u>	<i>ROUSE,</i> to be know	n to be the person
Witnesses my hand and official seal in	the county and	l state afore said this	<b>26</b> day of <u><i>C</i></u>	CTOBER , 2014.
My Commission Expires: 09/23	12018			
Su kler		<del></del>	)466 0103	
Signature Notary Public		Notary Pho	ne Number	
SUEN KUBATOV  Name (typed or printed)			OFFICIAL ST/ SVEN KUBA NOTARY PUBLIC - COMMISSION NO. MY COMMISSION EXPIRES SEP	TOV Oregon 932548
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, certify that the foregoing instrument named Michelle Horbinski Officer of act and deed of the above company.	was this day pr	oduced before me a	nd in said State and	County by the above
Witness my hand and seal of office the	is <u> </u>	_ day of $NO$	rember	, 2014 .
My Commission Expires: March 14, 20	) <u>17</u>			
Samantha Hruz Name (typed or printed)		· 25 va	ت - معادد بدور پوورد ب⇔ی،	n
Signature Notary Public	<b>**</b>		SAMANTHA HRUZ Notary Public State of Wisconsin	No. of the Control of