

2015-004398

Klamath County, Oregon



00168960201500043980040041

05/07/2015 11:53:36 AM

Fee: \$57.00

When recorded mail to: #9366326

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

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

Service Loan Number: 7884465520

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 October, 2014, between **BARRY L FAGANELLO, SINGLE AND PETER J MONGAN, SINGLE** ("Grantor"), whom resides at **460 HAVENCREST CT KLAMATH FALLS OR 97603**, 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 **AUGUST 02, 2005**, securing the original principal sum of U.S. **\$79,650.00**, recorded on **AUGUST 05, 2005, Document Number M05-61309** 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 7884465520 4** and MERS Registration Date **AUGUST 09, 2005** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: **LOT WASHINGTON AVENUE MALIN OR 97603**, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

Parcel ID Number: R110329

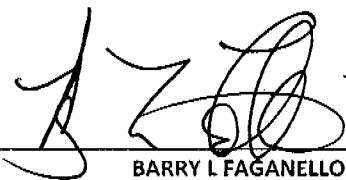
In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows:
(notwithstanding anything contrary contained in the Note or Security Instrument)

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.

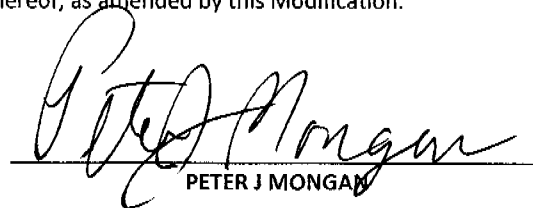
1. As of **OCTOBER 01, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$56,453.30**.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of **4.00%**, beginning **OCTOBER 01, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$331.49**, beginning on the **1st day of OCTOBER 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid-in-full**. If on **SEPTEMBER 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.



BARRY L FAGANELLO



PETER J MONGAN



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 BARRY L FAGANELLO AND PETER J MONGAN, 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 4th day of October, 2014.

My Commission Expires: Feb 22, 2015

Signature Notary Public

667 95 950 0888

Notary Phone Number



Mr. Jirasak Taosiri

Name (typed or printed)

Reg. No./ทะเบียนเลขที่ 3742/2554
Commission Expires/ทะเบียนหมด
Date/วันที่ Feb 22, 2015

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

Lender:
U.S. BANK N.A.

By: Michelle Horbinski

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 17 day of October, 2014

My Commission Expires: March 14, 2017

Samantha Hruz

Name (typed or printed)

Samantha Hruz

Signature Notary Public

SAMANTHA HRUZ
Notary Public
State of Wisconsin

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

The NE 1/4 of the NE 1/4 of Section 16 in Township 41 South, Range 12 E. W. M., Klamath County, Oregon

EXCLUDING THEREFROM that certain parcel of land heretofore conveyed by Deed, dated September 11, 1939 by J. C. Boyle and Nina C. Boyle, his wife to Benjamin J. Henzel and Richard W. Henzel, co-partnership doing business as Henzel Brothers, and more particularly described as follows, to-wit: Beginning at Northwest corner of the NE 1/4 NE 1/4 of Section 16 Twp. 41 S. R. 12 E. W. M.; thence Easterly along the section line between Sections 9 and 16 in said Township and Range a distance of 514 feet, more or less, to the Westerly line of the Malin Irrigation District High Line Canal; thence in a Southerly and Southeasterly direction along the Westerly line of the said Canal to the one-quarter Section line between the NE 1/4 NE 1/4 and the SE 1/4 SE 1/4 of said Sec. 16; thence in a Westerly direction along said Quarter section line a distance of 702 feet, more or less, to the intersection thereof with the Easterly line of the U. S. R. S. "D" Canal; thence along the Easterly line of said U. S. R. S. "D" Canal in a Northwesterly direction to the point of intersection of the Easterly line of said canal with the quarter section line between the NW 1/4 NE 1/4 and the NE 1/4 NE 1/4 of said Section 16; thence in a Northerly direction along said Quarter section line a distance of 235 feet, more or less, to the place of beginning, all situate in the NE 1/4 NE 1/4 of the Section 16, Twp. 41 S., R. 12 E. W. M. Also excepting therefrom all that portion of the NE 1/4 NE 1/4 of Sec. 16 Twp. 41 S. R. 12 E. W. M. which lies Southwesterly from the Southwesterly boundary of the U. S. "D" Canal right of way. ALSO excepting therefrom a strip of land 20 feet in width off of the East side of the NW 1/4 NW 1/4 of Sec. 15 Twp. 41 S., R. 12 E. W. M.

Tax Parcel Number: 887241 and 110329