

2015-009522

Klamath County, Oregon

08/26/2015 02:08:42 PM

Fee: \$57.00

When recorded mail to: #8774347

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

SUAREZ
50455699

OR

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

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

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

Cap Amount: \$ 0.00

Service Loan Number: 7884258184

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 30th day of NOVEMBER, 2013, between **JOHN GILBERT SUAREZ AND OLIVIA CARRASCO SUAREZ, AS HUSBAND AND WIFE** ("Grantor"), whom resides at **1337 TOOMEY PLACE HARBOR CITY CA 90710**, 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 **OCTOBER 12, 2004**, securing the original principal sum of U.S. **\$99,900.00**, recorded on **OCTOBER 19, 2004, Volume M04, Page(s) 71053-69** 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 7884788748 1** and MERS Registration Date **AUGUST 03, 2009** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: **XXX CROSSBILL DRIVE KLAMATH FAL OR 97601**, the real property described being set forth as follows:

LOT 1057, RUNNING Y RESORT, PHASE 12, FIRST ADDITION, TRACT 1426, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Parcel ID Number: R890133

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 **DECEMBER 01, 2013**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$84,895.24**.
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 **3.75%**, beginning **DECEMBER 01, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$487.27**, beginning on the **1st day of DECEMBER 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are **paid-in-full**. If on **NOVEMBER 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.

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.


JOHN GILBERT SUAREZ


OLIVIA CARRASCO SUAREZ

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 **JOHN GILBERT SUAREZ AND OLIVIA CARRASCO SUAREZ**, 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 _____ day of _____, 2013.

My Commission Expires: _____

Signature Notary Public

Notary Phone Number

Name (typed or printed)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On November 30, 13 before me, Alexandra S. Cardenas, Notary Public
(Here insert name and title of the officer)

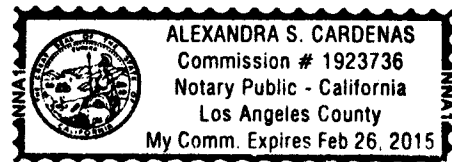
personally appeared John Gilbert Suarez and Olivia Carrasco Suarez

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.

[Signature]
WITNESS my hand and official seal.
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Modification of Mortgage
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 11/30/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

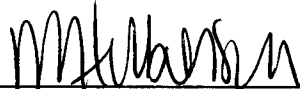
INSTRUCTIONS FOR COMPLETING THIS FORM

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 circling 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

Lender:

U.S. BANK N.A.

By 

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

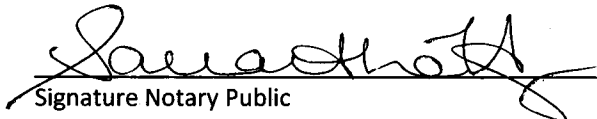
State of Wisconsin
County of Waukesha

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.

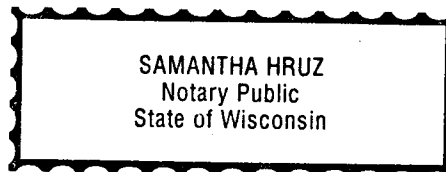
Witness my hand and seal of office this 9 day of December, 2013.

My Commission Expires: March 14, 2017

Signature Notary Public


Signature Notary Public

Samantha Hruz
Name (typed or printed)



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