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After Recording Return To:
First American Loss Mitigation Services, Inc.

rt.
When Recorded Return To:
First American Title Insurance Co.
3 First American Way
Santa Ana, CA 92707

Attn: Loan Modification Dept
383568 - DP
[City, State, Zip]

Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

Freddie Mac Loan No.: 163672849
Loan No.: 2005622242

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective November 1st, 2000, between
Robert D. Long and Tonia R. Long
Bank of America, N.A. ("Borrower") and

("Lender"),
and amends and supplements (1) the Note (the "Note") made by the Borrower, dated April 22, 1999, in the
original principal sum of U.S.\$ 89,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the
"Security Instrument"), recorded on April 28, 1999, in Book/Liber M99, Page 15862 /
Instrument No. N/A, Official Records of Klamath County, Oregon.
The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and
personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"),
which is located at 3780 Round Lake Road, Klamath Falls, Oregon 97601

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

Initials RL Initials TL Initials _____ Initials _____

Freddie Mac Loan No.: 163672849

Loan No.: 2005622242

That real property is described as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF OREGON, COUNT OF KLAMATH, CITY OF KLAMATH FALLS, AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE N 1/2 OF THE N 1/2 OF THE SW 1/4 OF THE SW 1/2 OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, LYING WEST OF ROUND LAKE ROAD.

A.P. NO.: R491140

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 9,775.22, have been added to the indebtedness under the terms of the Note and Security Instrument. As of November 1st, 2000, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$98,303.55
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.250 %, beginning November 1st, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 738.52, beginning on the 1st day of December, 2000 and continuing thereafter on the same day of each succeeding month. If on November 1, 2030, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Bank of America, N.A., 475 Cross Point Parkway, Buffalo, New York 14068 or at such place as the Lender may require.

Initials RL Initials TL Initials _____ Initials _____

Freddie Mac Loan No.: 163672849
Loan No.: 2005622242

4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.25% beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, 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.

6. 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 of the terms and provisions thereof, as amended by this Modification.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

☐ 1-4 Family Rider - Assignment of Rents

☒ Modification Due on Transfer Rider

Initials LL Initials TL Initials _____ Initials _____

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Freddie Mac Loan No.: 163672849
Loan No.: 2005622242

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

11-7-00
Date

Robert D. Long (Seal)
Robert D. Long -Borrower

11-7-00
Date

Tonia R. Long (Seal)
Tonia R. Long -Borrower

Date

(Seal)
-Borrower

Date

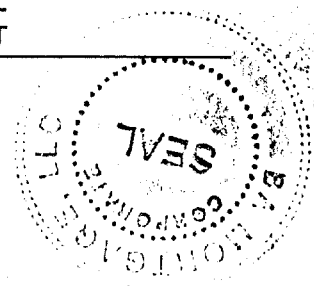
(Seal)
-Borrower

11/15/00
Date

Bank of America, N.A.
-Lender

By: Cary J. Racz
CARY J. RACZ
VICE PRESIDENT
Its: _____

(Corporate Seal)



[See Attached Acknowledgment(s)]

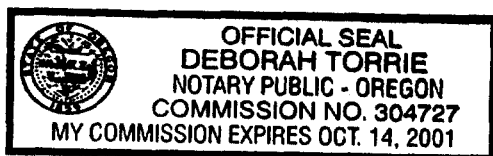
BORROWER ACKNOWLEDGMENT

State of Oregon §
 County of Klamath §

The foregoing instrument was acknowledged before me Deborah Torrie, Nov. 7th [date], 2000
 by Robert D. Long and Tonia R. Long

[name of person acknowledged].

(Seal)



Deborah Torrie
 Notary Public, State of Oregon
 My Commission Expires: Oct. 14, 2001

LENDER ACKNOWLEDGMENT

State of NY New York §
 County of ERIE §

The foregoing instrument was acknowledged before me this 11-15, 2000 [date], by
Cory J. Pacz, VICE President [name of officer or agent],
 title of officer or agent of Bank of America, N.A.

, on behalf of said entity.

(Seal)

Diane M. Kolpinicki
 Notary Public, State of _____
 My Commission Expires: _____

DIANE M. KOLPINICKI
 Notary Public, State of New York
 #01K04001503
 Qualified in Erie County
 Commission Expires 2-5-2002

Loan No.: 2005622242

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of November, 2000 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Robert D. Long and Tonia R. Long

(the "Borrower")

and Bank of America, N.A.

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 3780 Round Lake Road, Klamath Falls, Oregon 97601

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

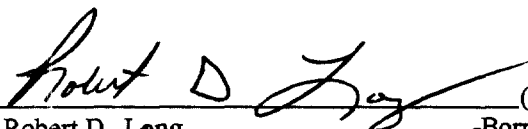
Initials KL Initials TL Initials _____ Initials _____

43930

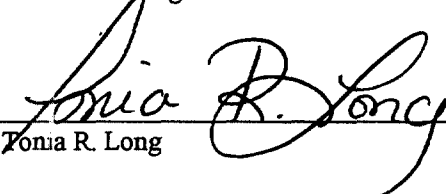
Loan No.: 2005622242

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

11-7-00
Date

 (Seal)
Robert D. Long -Borrower

11-7-00
Date

 (Seal)
Tonia R. Long -Borrower

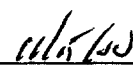
Date

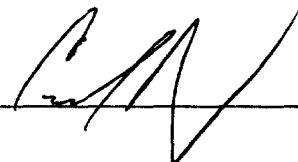
(Seal)
-Borrower

Date

(Seal)
-Borrower

Bank of America, N.A. (Seal)
-Lender


Date

By: 
CARY J. RACZ
VICE PRESIDENT
Its: _____

Loan No.: 2005622242

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Dated effective this 11-7-00 day of

Robert D. Long (Seal)
Robert D. Long -Borrower

Tonia R. Long (Seal)
Tonia R. Long -Borrower

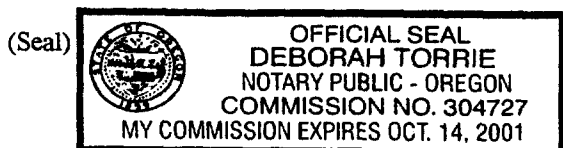
____ (Seal)
-Borrower

____ (Seal)
-Borrower

State of Oregon §
County of Klamath §
§

The foregoing instrument was acknowledged before me on November 7th, 2000 [date],
by Robert D. Long and Tonia R. Long

[name of person acknowledged].



Deborah Torrie

Notary Public, State of Oregon

My Commission Expires: Oct. 14, 2001

Loan No.: 2005622242

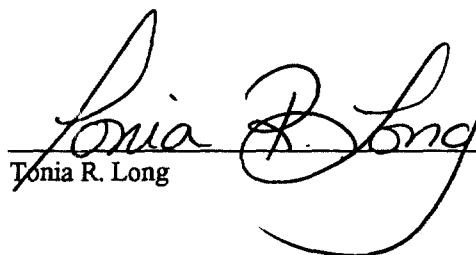
NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.


Robert D. Long -Borrower


Tonia R. Long -Borrower

-Borrower

-Borrower

Loan No.: 2005622242

ATTORNEY SELECTION NOTICE

By signing below, it is understood and agreed that you may hire a lawyer or attorney to advise you regarding this transaction and its consequences.

SELLER:

BORROWER:

N/A Modification 11-7-00
(Date)

Robert D. Long
Robert D. Long (Date)

N/A Modification 11-7-00
(Date)

Tonia R. Long
Tonia R. Long (Date)

(Date)

(Date)

(Date)

(Date)

ITEMIZATION OF AMOUNT FINANCED

Loan No.: 2005622242

Loan Amount: \$ 98,303.55

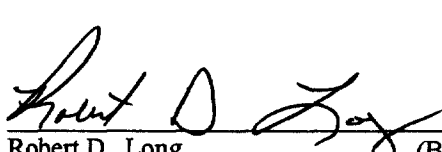

Borrower(s): Robert D. Long
Tonia R. LongCreditor:
Bank of America, N.A.Property Address:
3780 Round Lake Road
Klamath Falls, Oregon 97601

AMOUNT GIVEN TO YOU DIRECTLY:	\$ 0.00
AMOUNT PAID ON YOUR ACCOUNT:	\$0.00
AMOUNT PAID TO OTHERS ON YOUR BEHALF:	\$0.00
PREPAID FINANCE CHARGE:	
808 Processing Fee	\$1,946.75

\$1,946.75

AMOUNT FINANCED: \$96,356.80

The above Itemization of Amount Financed is made pursuant to the requirements of the Truth-In-Lending Simplification Act.

	
Robert D. Long	Tonia R. Long
11-7-00	11-7-00
(Borrower) (Date)	(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

TRUTH IN LENDING DISCLOSURE STATEMENT

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LOAN NO: 2005622242
 CREDITOR: BANK OF AMERICA, N.A.
 PROPERTY: 3780 ROUND LAKE ROAD, KLAMATH FALLS, OREGON 97601

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
8.465 %	\$ 169,513.14	\$ 96,356.80	\$ 265,869.94	\$ N/A
				\$ N/A

Your monthly payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
359	\$ 738.52	12/01/2000						
1	\$ 741.26	11/01/2030						

Construction Loan: ☐ If checked, this loan provides for interest-only payments during the construction period. Beginning you will make periodic interest-only payments during the construction period, followed by payments of principal and interest as scheduled above.

Variable Rate: If checked, this loan contains a variable feature. ☐ Disclosures about the variable rate feature were provided to you earlier. ☐ Disclosures about the variable rate feature are provided in the attached Variable Rate Disclosure Addendum.

Assumption: Someone buying your property ☒ cannot, unless otherwise provided by federal law, ☐ may, subject to conditions, be allowed to assume the remainder of the loan on the original terms.

Security: You are giving a security interest in:
☐ the property being purchased ☒ your property.

Late Charge: If a payment is not received by the end of 15 days after the date it is due, you will be charged 5.000% of the over due ☐ payment ☒ payment of principal and interest, but not less than U.S. \$ N/A and not more than U.S. \$ N/A.

Prepayment: If you pay this loan early you ☐ may ☒ will not have to pay a penalty. If you pay off an FHA insured loan, on a date other than the regular installment date, you may be assessed interest charges until the end of the month. You ☐ may be or ☒ will not be entitled to a refund of part of the finance charge.

Deposit: ☐ If checked, the annual percentage rate does not take into account your required deposit.

See your contract documents for any additional information about non payment, default, any required payment in full before the schedule date, and any prepayment refunds.

Property Insurance: Property insurance is required on this loan. Flood insurance may be required if the property is located in an area designated as an area having special flood hazards. You may obtain property insurance and, if required, flood insurance from anyone you want that is acceptable to Creditor.

Credit Insurance: Credit Life insurance and/or credit disability insurance:
☐ is not required to obtain credit from Creditor and will not be provided by Creditor.
☐ is not required to obtain credit from Creditor, but will be provided by Creditor if you request the insurance and agree to pay the additional cost by signing below next to the coverage you want. No such insurance will be in force until the terms of your insurance contract have been fulfilled.
☐ is required to obtain credit from Creditor, but will not be provided by Creditor.
☐ is required to obtain credit from Creditor and will not be provided by Creditor, as shown below.

Type	Premium	Term	Signature(s)
Single/joint Credit Life	\$	mos.	I/We want credit life insurance at the stated premium.
Single/joint Credit Disability	\$	mos.	I/We want credit disability insurance at the stated premium.
Single Credit Life and Disability	\$	mos.	I/We want credit life and disability insurance at the stated premium.

Filing Fee: \$ 25.00 (e)
 "e" means estimate

☒ all dates and numerical disclosures, except the late payment disclosures are estimates

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ABOVE

Robert D. Long 11-7-00
 (Borrower) (Date)

Tonia B. Long 11-7-00
 (Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

NOTE: Payments shown above do not include reserve deposits for taxes, property or flood insurance.

State of Oregon, County of Clatsop
 Recorded 12/07/00, at 10:49a.m.
 In Vol. M00 Page 43935
 Linda Smith,
 County Clerk Fees 76.00