

**M05-66562**

Klamath County, Oregon

10/14/2005 09:05:37 AM

Pages 4 Fee: \$36.00

**WHEN RECORDED MAIL TO:**



Nystrom, Eric J

Record and Return To:  
Integrated Loan Services  
27 Inwood Road  
Rocky Hill, CT 06067

OR 360440

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REC'D

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated August 18, 2005, is made and executed between ERIC J NYSTROM AND DIANE M NYSTROM ("Grantor") and Bank of America, N.A.; 100 North Tryon Street; Charlotte, NC 28255 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated November 10, 2004 (the "Deed of Trust") which has been recorded in KLAMATH COUNTY County, State of Oregon, as follows:

**INSTRUMENT NUMBER - 200480677.**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in KLAMATH COUNTY County, State of Oregon:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 16291 HILLCREST RD, KENO, OR 97627-0093.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**THE PRINCIPAL AMOUNT SECURED BY THE DEED/MORTGAGE IS CHANGING FROM \$50,000.00 TO \$241,000.00. THE MATURITY DATE DESCRIBED IN THE DEED/MORTGAGE IS CHANGED TO 08/18/2030.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**MISCELLANEOUS**. The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supersede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification or Deed of Trust or Deed of Trust Modification. Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the States as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement.

**NONTITLED SPOUSES AND NON-BORROWER GRANTORS.** Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 68161000476099

Page 2

applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the Indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 18, 2005.**

GRANTOR:

  
X ERIC J NYSTROM

X   
DIANE M NYSTROM

LENDER:

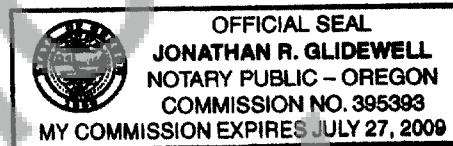
BANK OF AMERICA, N.A.

X   
Authorized Officer

  
S. Thompson  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared ERIC J NYSTROM and DIANE M NYSTROM, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of August, 2005.  
By \_\_\_\_\_  
Notary Public in and for the State of OREGON  
Residing at Klamath Falls  
My commission expires 7/27/09

## LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

)  
) SS  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_  
Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

## GENERAL ACKNOWLEDGMENT

STATE OF California )

COUNTY OF Sacramento )

On 08/29/2005 before me, N. L. Enriquez )

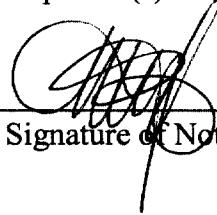
Date

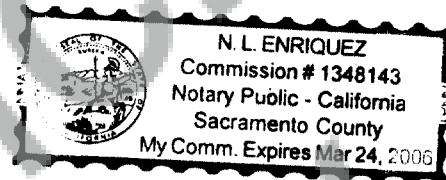
e.g., "Jane Doe, Notary Public"

personally appeared S. Thompson )

Name of Signer(s)

personally known to me or 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.

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



Seal

## SCHEDULE "A"

CERTAIN REAL PROPERTY, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR APPERTAINING, SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT:

A PARCEL OF LAND SITUATED IN LOT 5, BLOCK 6, TRACT 1083, CEDAR TRAILS, SECTION 20, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5, BLOCK 6 SAID POINT BEING NORTH 00 DEGREES 02' 50" WEST 442.50 FEET FROM THE SOUTHWEST CORNER OF LOT 5, BLOCK 6; THENCE NORTH 00 DEGREES 02' 50" WEST 189.94 FEET, MORE OR LESS, ALONG THE WEST LINE OF LOT 5, BLOCK 6 TO A 1/2" IRON PIN AT THE NORTHWEST CORNER OF LOT 5, BLOCK 6, THENCE NORTH 89 DEGREES 47' 25" EAST 345.00 FEET ALONG THE NORTH LINE OF LOT 5, BLOCK 6 TO A 1/2" IRON PIN OF THE NORTHWEST CORNER OF LOT 5, BLOCK 6; THENCE SOUTH 00 DEGREES 02' 50" NORTH 190.04 FEET, MORE OR LESS ALONG THE EAST LINE OF LOT 5 TO A POINT; THENCE SOUTH 89 DEGREES 48' 25" WEST 345.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

PARCEL:

r624480