

2007-020645

Klamath County, Oregon



00036622200700206450070074

12/10/2007 11:34:10 AM

Fee: \$51.00

MTC79639-LW

AFTER RECORDED RETURN TO:

Bank of America, N.A.

ATTN: Construction

9000 Southside Blvd., Ste. 700

Jacksonville, FL 32256

PARCEL NUMBER: 886707

LOAN NUMBER: 6175777652

Prepared by:

Barbara Leuellen

Robertson & Anschutz

10333 Richmond Avenue, Suite 550

Houston, TX 77042

713-980-7834

**NOTE AND SECURITY INSTRUMENT
MODIFICATION AGREEMENT**

The State of Oregon

County of Klamath

§
§
§
§

KNOW ALL MEN BY THESE PRESENTS:

Recitals

This agreement ("Modification Agreement") is made on **December 01, 2007**, between **Thomas Wright and Stacy Wright, husband and wife, as tenants by the entirety**, (herein "Borrower") and **Bank of America, N.A.** (herein "Lender"), whose loan servicing address is **P.O. Box 9000, Getzville, NY 14068-9000**, for a Modification of that certain Deed of Trust, Mortgage or Security Deed, and any riders thereto (the "Security Instrument") and Note dated **March 01, 2007**, in favor of **Bank of America, N.A.**, and any addenda thereto, and as such, Note and Security Instrument was modified on **June 08, 2007**. The principal outstanding under the Note on **June 08, 2007** was **\$280,000.00**. References to the Note and Security Instrument in the Modification Agreement shall, unless the context requires otherwise, be deemed to refer to Note and Security Instrument as modified hereby. The Security Instrument has been recorded in/under 2007-004087 of the Official Records of Real Property of **Klamath County, Oregon**, covering property described as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

5/AMT

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as shown in "**ATTACHMENT A**", attached hereto and made a part hereof for all purposes.

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **Bank of America, N.A.** or any future holder, whether one or more, of the Note.

EXECUTED this the 16 day of November to be effective December 01, 2007.

Thomas Wright 11/16/07
Thomas Wright Date

Stacy Wright 11/16/07
Stacy Wright Date

STATE OF OREGON, _____ County

On this _____ day of _____, _____, personally appeared the above named **Thomas Wright and Stacy Wright** and acknowledged the foregoing instrument to be his / her / their voluntary act and deed.
Before Me

Notary Public

Name and title

My commission expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

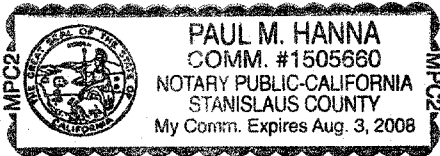
State of California

County of Stanislaus

On November 16th, 2007 before me, Paul M Hanna, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Wright and Stacy Wright,
NAME(S) 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.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Note and Security Instrument Modification
TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

11/16/2007
DATE OF DOCUMENT

N/A
SIGNER(S) OTHER THAN NAMED ABOVE

ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
BANK OF AMERICA, N.A.

By: Judy L. Beller
Name: Judy L. Beller
Title: Vice President

Witness: [Signature]

Witness: [Signature]

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Judy L. Beller, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

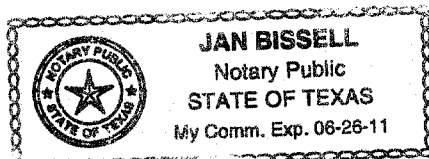
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of Nov, 2007.

My Commission Expires:

[Signature]

Notary Public in and for
The State of Texas

Name:



Loan No.: 6175777652

EXHIBIT "A"

Lot 719 RUNNIG Y RESORT, PHASE 9, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

(R&A) RA0166436B - exhibitA.ra - 12/30/2004

ATTACHMENT A

The Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from **\$280,000.00** to **\$279,815.00**.

The annual interest rate set forth in paragraph 2 is changed from **6.500%** to **6.125%**.

The beginning date for monthly payments set forth in paragraph 3 is changed from **May 01, 2008** to **January 01, 2008**.

The Maturity Date is changed from **April 01, 2038** to **December 01, 2037**.

The amount of the monthly payments set forth in paragraph 3, is changed from **\$1,769.80** to **\$1,700.19**.

The Addendum or Rider to Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from **\$280,000.00** to **\$279,815.00**.

The "Rollover Date" as defined therein is changed from **April 01, 2008** to **December 01, 2007**.

The Security Instrument shall be and hereby is amended as follows:

Reference to the principal sum owed by Borrower to Lender is changed from **\$280,000.00** to **\$279,815.00**.

Reference to the maturity date of the debt secured by the Security Instrument is changed from **April 01, 2038** to **December 01, 2037**.