

2008-000628  
Klamath County, Oregon



00038551200800006280050050

01/15/2008 09:55:29 AM

Fee: \$41.00

Recording Requested By:  
Bank of America, NA



Record and Return To:  
Fiserv Lending Solutions  
P.O. BOX 2590  
Chicago, IL 60690

21

Ogborn, Elmer C

Loan Number: 68169000356099

[Space Above This Line For Recording Data]

## MODIFICATION OF SECURITY INSTRUMENT (Home Equity Line of Credit)

This Modification of Security Instrument ("Modification"), made this 26th day of NOVEMBER, 2007, between ELMER C OGBORN, JO A OGBORN

("Borrower") and

Bank of America, NA, National Banking Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Riders, if any, dated JUNE 13, 1994 and recorded in Book or Liber M94, at page(s) 18586, instrument or document number of the Land

[Name of Records]

Records of KLAMATH, OREGON

[County and State, or other Jurisdiction]

and (2) the Agreement, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 2131 LAKESHORE DR, KLAMATH FALLS, OREGON 97601-9114

the real property described being set forth as follows:

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

The Principal amount secured by the Security Instrument is changing from \$ 35,000.00 to \$ 50,000.00. The maturity date described in the Security Instrument is changed to NOVEMBER 26, 2032

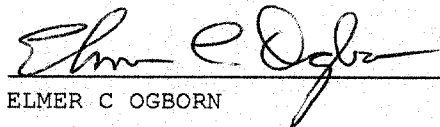
ELMER C OGBORN/995073131619480

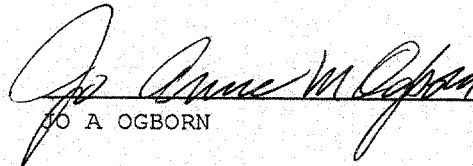
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MSIPP.BOA 03/28/07

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DocMagic eForms 800-649-1362  
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**CONTINUING VALIDITY.** Except as expressly provided in the Modification paragraph above, the terms of the original Security Instrument shall remain in full force and effect. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Agreement and Security Instrument. Except as otherwise specifically provided in this Modification, the Agreement and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Borrower also shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

 (Seal)  
ELMER C OGBORN -Borrower

 (Seal)  
JO A OGBORN -Borrower

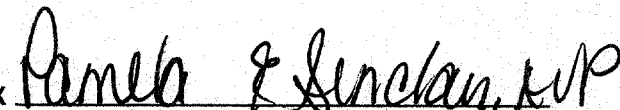
\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

**LENDER:**  
**BANK OF AMERICA, N.A.**

x   
Authorized Officer  
**Pamela E. Sinclair, AVP**

ELMER C OGBORN/995073131619480  
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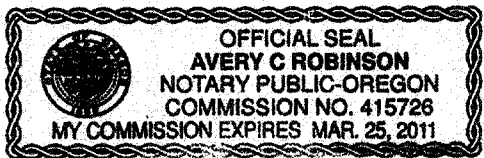
\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

State of Oregon )  
County of KLAMATH ) ss.

On 26 November 2007 before me, "Notary Public" Avery Robinson  
personally appeared ELMER C OGBORN, JO A OGBORN

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.



NOTARY SEAL

[Signature]  
NOTARY SIGNATURE  
Avery Robinson  
(Typed Name of Notary)

LENDER ACKNOWLEDGMENT

State of FLORIDA )  
County of DUVAL ) ss.


On this 3rd day of December, 2007, before me, the undersigned Notary Public,  
personally appeared PAMELA E. SINCLAIR  
and known to me to be the AVP

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: Jessica M. Joy  
JESSICA M. JOY  
Notary Public in and for the State of:  
FLORIDA

Residing at: \_\_\_\_\_  
JACKSONVILLE, FL  
\_\_\_\_\_

My commission expires: 05/22/2009

NOTARY PUBLIC-STATE OF FLORIDA  
 Jessica M. Joy  
Commission # DD431569  
Expires: MAY 22, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

FLS ID: H330FF0K

## **SCHEDULE A**

THE FOLLOWING REAL PROPERTY SITUATED IN KLAMATH FALLS, COUNTY  
OF KLAMATH, AND STATE OF OREGON, TO WIT:

LOT 24-26, OUSE KILA HOME SITES, IN THE CITY OF KLAMATH FALLS,  
KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 2131 LAKESHORE DRIVE

PARCEL ID: R-3808-026AA-02500-000