

2008-010002

Klamath County, Oregon



00049611200800100020070075

Recording Requested By:
BANK OF AMERICA, N.A.
Consumer Post Closing Review FL9-700-04-21
9000 Southside Blvd., Bld. 700
Jacksonville, Florida 32256

07/11/2008 08:35:26 AM

Fee: \$51.00



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

21

Romig, Thomas C

Loan Number: 68831004273399

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*Deed of Trust **
MODIFICATION OF SECURITY INSTRUMENT
(Home Equity Line of Credit)

This Modification of ~~Security Instrument~~ ("Modification"), made this 12th day of JUNE
2008, between THOMAS C ROMIG, SUE A ROMIG

("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 16, 2003 and recorded in Book or Liber M03
at page(s) 49418, instrument or document number
of the Land KLAMATH, OREGON
[Name of Records] [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
2036 N ELDORADO AVE, KLAMATH FALLS, OREGON 97601

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 \$ 64,000.00
to \$210,000.00. The maturity date described in the ~~Security Instrument~~ is changed to
JUNE 12, 2033

THOMAS C ROMIG/995081081106460

MODIFICATION OF ~~SECURITY INSTRUMENT~~
MSIPP.BOA 04/03/08

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~~.

Thomas C Romig (Seal)
THOMAS C ROMIG -Borrower

Sue A Romig (Seal)
SUE A ROMIG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

LENDER:
BANK OF AMERICA, N.A.

X Carolyn S. Blymiller AVP
Authorized Officer Signature
Carolyn S. Blymiller
AVP, Operations Manager

X _____
Print Authorized Officer Name

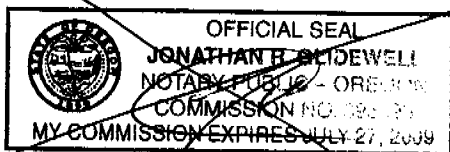
[Space Below This Line For Acknowledgment]

State of OREGON)
) ss.
County of KLAMATH)

On June 12th, 2008 before me, Jonathan R. Glidewell, a notary ^{Public}
personally appeared THOMAS C ROMIG, SUE A ROMIG

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.

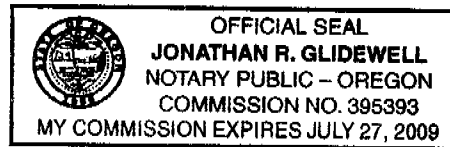
WITNESS my hand and official seal.



NOTARY SEAL

NOTARY SIGNATURE

Jonathan Glidewell
(Typed Name of Notary)



LENDER ACKNOWLEDGMENT

State of FLORIDA)
County of DUVAL) ss.

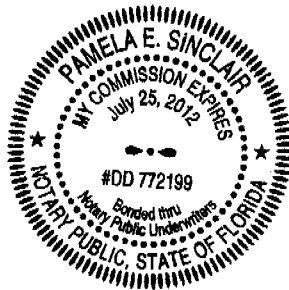
On this 28th day of JUNE, 2008, before me, the undersigned Notary Public,
personally appeared CAROLYN S BLYMILLER,
and known to me to be the AVP

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: Pamela E Sinclair
PAMELA E SINCLAIR
Notary Public in and for the State of:
FLORIDA

Residing at: 9000 SOUTHSIDE BLVD
JACKSONVILLE, FL 32256

My commission expires: 07/25/2012



FLS ID: I109A761

SCHEDULE A

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

LOT 4, BLOCK 4, ELDORADO, IN THE CITY OF KLAMATH FALLS, KLAMATH
COUNTY, OREGON.

PROPERTY ADDRESS: 2036 N ELDORADO AVE

PARCEL ID: 170380

**RIDER TO HOME EQUITY CREDIT LINE AGREEMENT
REPRESENTING ACCOUNT NUMBER 68831004273399
(called the "Line Agreement")**

This Rider dated JUNE 12, 2008 is made part of and amends the terms of the
above Line Agreement executed on JUNE 16, 2003 (the "Line Agreement").

MODIFICATION OF TERMS

1. Except as noted in item #2 below, all of the terms of the Line Agreement are hereby amended and completely restated to read in the form of the terms of the Bank of America Equity Maximizer Agreement and Disclosure Statement ("Maximizer Agreement") attached to this Rider. All obligations evidenced by the Line Agreement shall continue to be outstanding and shall be evidenced by the modified terms contained in the Maximizer Agreement.
2. FOR BORROWERS WHO MAKE THEIR PAYMENTS UNDER A QUARTERLY PAYMENT OPTION ONLY. If, as of the date of this Rider, you are making payments under a quarterly payment option, the following draw period payment options and repayment period options will continue to be in effect and are added to the Maximizer Agreement attached.

Quarterly Payment Options During the Draw Period:

- a. Interest Only Option - The Minimum Payment will be the amount of accrued interest and unpaid fees.
- b. 4.5% of the Variable Rate Outstanding Balance Option - The Minimum Payment will be four and one half percent (4.5%) of the Variable Rate Outstanding Balance plus any unpaid fees or one hundred fifty dollars (\$150.00) whichever is greater, or the Variable Rate Outstanding Balance if less than the Minimum Payment.
- c. Fixed Payment Option - The Minimum Payment will be at least four and one half percentage (4.5%) of the Equity Maximizer Account limit plus any unpaid fees, or one hundred fifty dollars (\$150), whichever is greater, or the Variable Rate Outstanding Balance if less than the Minimum Payment.

Repayment Period Payment Option:

Quarterly Payment Option - The Total Minimum Payment Due will be an amount equal to or greater than 1/60th of the Variable Rate Outstanding Principal Balance on the last day of the Draw Period, plus accrued interest, unpaid fees, unpaid Property Expenses or one hundred and fifty dollars (\$150.00), whichever is less. If there are any Fixed Rate Loan Option(s) that remain unpaid at the start of the Repayment Period, the Fixed Rate Loan Option(s) payments will continue to be billed.

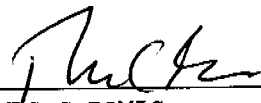
THOMAS C ROMIG/995081081106460

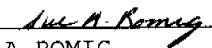
RIDER TO HOME EQUITY CREDIT LINE AGREEMENT
RHECL.BOA 05/10/06

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www.docmagic.com

The parties to the Line Agreement are signing this Rider to evidence their agreement to the above terms.

 (Seal)
THOMAS C ROMIG -Borrower

 (Seal)
SUE A ROMIG -Borrower


____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Bank of America, N.A.

By: 
Title: JESSICA BONNER, OFFICER

THOMAS C ROMIG/995081081106460

RIDER TO HOME EQUITY CREDIT LINE AGREEMENT
RHECL.BOA 05/10/06

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