

2009-015810

Klamath County, Oregon



00076832200900158100050057

12/17/2009 09:55:06 AM

Fee: \$57.00

Recording Requested By:
BANK OF AMERICA, N.A.
ReconTrust, Co. N.A., FL9-700-04-21
9000 Southside Blvd., Bldg. 700
Jacksonville, Florida 32256



DEARING, BOBBY G

WHEN RECORDED RETURN TO:
FISERV
P.O. BOX 2590
CHICAGO IL 60690

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MODIFICATION OF SECURITY INSTRUMENT (Home Equity Line of Credit)

This Modification of Security Instrument ("Modification"), made this 3rd day of DECEMBER, 2009, between BOBBY G DEARING, MARGARET E DEARING

("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 DECEMBER 3, 2008 and recorded in Book or Liber
at page(s) , instrument or document number 2008016551
of the Land Records of 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 27449 ROCKY POINT RD, KLAMATH FALLS, OREGON 97601-8536

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 \$ 25,000.00
to \$ 100,000.00 . The maturity date described in the Security Instrument is changed to
DECEMBER 3, 2034

BOBBY G DEARING/995093241721370

MODIFICATION OF SECURITY INSTRUMENT
MSIPP.BOA 06/23/09

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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.

Bobby G Dearing (Seal)
BOBBY G DEARING -Borrower

Margaret E Dearing (Seal)
MARGARET E DEARING -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

LENDER:
BANK OF AMERICA, N.A.

X *Daniel Hernandez*
Authorized Officer Signature

X *Daniel Hernandez*
Print Authorized Officer Name

7/11/11 Nay Jackson
Danay Jackson

[Space Below This Line For Acknowledgment]

State of OREGON)

County of KLAMATH) ss.

On 12/03/09 before me, Daniel Hernandez

personally appeared BOBBY G DEARING, MARGARET E DEARING

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.



Daniel Hernandez
NOTARY SIGNATURE

Daniel Hernandez
(Typed Name of Notary)

NOTARY SEAL

LENDER ACKNOWLEDGMENT

State of Florida)
) ss.
County of Duval)

On this 8th day of December 2009, before me, the undersigned Notary Public,

personally appeared Da Nay Jackson
Authorized Officer

and known to me to be the Officer of Bank of America
Authorized Officer Title

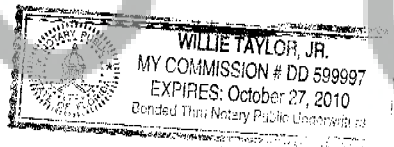
authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and 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.

Notary Public in and for the State of: Florida
Residing at: Bank of America
9000 Southside Blvd., Bldg. 700
Jacksonville, FL 32256

My commission expires: 10/27/2010
Expiration Date

By: Willie Taylor
Notary Signature

Willie Taylor Sr
Print Notary Name



SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN KLAMATH FALLS, COUNTY OF KLAMATH AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

"SW ¼ NW ¼ SECTION 2, TOWNSHIP 36 SOUTH, RANGE 6 E.W.M.

ALSO, A PIECE OR PARCEL OF LAND SITUATE IN THE NW ¼ NW ¼ OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 6 E.W.M., ON THE WESTERLY BANK OF RECREATION CREEK IN KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 6 E.W.M. FROM WHICH THE MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 2 BEARS NORTH 0°17' WEST 1342.04 FEET DISTANT; THENCE EAST 180 FEET, MORE OR LESS, TO THE WESTERLY BANK OF RECREATION CREEK; THENCE NORTHEASTERLY ALONG THE WESTERLY BANK OF RECREATION CREEK 42 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 45° WEST 77 FEET, MORE OR LESS, TO A POINT; THENCE WEST 165 FEET, MORE OR LESS, TO A POINT ON THE WEST BOUNDARY OF SECTION 2 T. 36 S., R. 6 E.W.M.; THENCE SOUTH 0°17' EAST ALONG THE WEST BOUNDARY OF SAID SECTION 2, 76.96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRE, MORE OR LESS;

TOGETHER WITH THE FOLLOWING-DESCRIBED EASEMENT:

TOGETHER WITH THE RIGHT OF ACCESS OVER AND ACROSS A 20.0 FOOT WIDE STRIP OF LAND WHOSE CENTERLINE BEARS AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE SECONDARY HIGHWAY NO. 421 FROM WHICH THE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 2 T. 36 S. R. 6 E.W.M. BEARS NORTH 3°45'55", WEST 1121.78 FEET DISTANT; THENCE SOUTH 73°40'55" EAST 123.0 FEET TO A POINT; THENCE SOUTH 23°00' EAST 62.0 FEET TO A POINT; THENCE SOUTH 30°00' WEST 72.0 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY OF THE ABOVE-DESCRIBED PARCEL; TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, OPERATE, AND MAINTAIN A ROADWAY OVER AND ACROSS THE ABOVE-DESCRIBED 20 FOOT WIDE STRIP OF LAND.

SUBJECT TO:

- 1) AGREEMENT BETWEEN HERBERT FLEISHHACKER AND MAY BELLE FLEISHHACKER, HIS WIFE, AND THE CALIFORNIA OREGON POWER COMPANY, A CORPORATION, RELATIVE TO RAISING AND/OR LOWERING THE WATER OF UPPER KLAMATH LAKE BETWEEN THE ELEVATIONS OF 4137 AND 4143.3 FEET ABOVE SEA LEVEL, DATED JANUARY 25, 1924, RECORDED FEBRUARY 15, 1924, VOL. 63, PAGE 460, DEED RECORDS OF KLAMATH COUNTY, OREGON.

PARCEL ID: R307448

PROPERTY ADDRESS: 27449 ROCKY POINT RD