

WHEN RECORDED MAIL TO

NAME: Bank of America, N. A.
Attn: Alicia M. Jones
TX4-213-04-05
700 Louisiana Street, 4th Floor
Houston, Texas 77002

2010-004663

Klamath County, Oregon



00082854201000046630050051

04/19/2010 10:17:10 AM

Fee: \$57.00

**MODIFICATION AND EXTENSION AGREEMENT
(FIXED RATE)**

This Modification and Extension Agreement ("Agreement") is made as of this **19th** day of **November, 2009** ("Modification Date") by and among **Nancy B. Coffin** ("Borrower," whether one or more) and **Bank of America, N.A.** ("Lender"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Background.** Lender owns the promissory note dated **November 19, 2007** made by Borrower payable to the order of **Bank of America, N.A.** in the principal face amount of **\$175,000.00**, with a final maturity date (including all prior renewals or extensions, if any) of **November 19, 2009** ("Note"). The security for payment of the Note includes (without limitation) the **Deed of Trust** ("Security Instrument") dated **November 19, 2007** executed by Borrower and recorded on **November 21, 2007** as document # **2007, Pg 019768** in the official records of **Klamath County, Oregon**.

Legal Description: See Exhibit "A" attached hereto; Which currently has the address of **16667 Hill Road (parcel 3 land partition 49-04), Klamath Falls, Oregon 97603** ("Property Address").

Defined terms used in this Agreement shall have their respective meanings set forth in the Note, unless the context otherwise indicates.

2. **Principal Balance.** The outstanding principal amount evidenced by the Note as of the Modification Date is **\$173,370.63**.

A. Principal Payment. A principal payment in the amount of **\$10,371.00** will be due upon execution of modification document resulting in a principal balance of **\$162,999.63**.

3. **Modification to Note.** The Note shall be and hereby is amended as follows:

A. Interest.

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **3.70%**.

Interest will accrue on the basis of a 365-day year.

The interest rate is the rate I will pay both before and after any default described in the Note.

B. Payments.

(i) Time of Payments.

I will payments every month.

I will make interest payments on the **19th** day of each month beginning on **December 19, 2009** and continue making such interest payments up to and including **February 19, 2010**. Thereafter, I will make **principal and interest** payments on the **19th** day of each month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.

My payments will be applied to interest before principal. If, on **November 19, 2012**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

(ii) Amount of My Payments of Interest Only

My interest payments will be based on the interest rate and the unpaid principal of my loan.

(iii) **Amount of My Principal and Interest Payments.**

Each of my **monthly** payments will be in the amount of U.S. **\$5,201.92.**

- C. **Late Charge.** Any reference to the imposition of a late charge is deleted in its entirety.
- D. **Modification Fee.** The borrower agrees to pay a modification processing fee of **\$407.49.**
- E. **Change to Maturity Date.** The maturity date is changed from **November 19, 2009 to November 19, 2012.**

4. **Modification to Security Instrument.** The Security Instrument shall be and hereby is amended as follows:

Reference to the Maturity Date of the debt secured by the Security Instrument is changed from **November 19, 2009 to November 19, 2012.**

5. **Liens.** By this Agreement, all liens, security interests, assignments, superior titles and priorities securing the Note, including but not limited to those under the Security Instrument, are hereby ratified and confirmed as valid and subsisting and continue to secure the Note as modified herein. Nothing in this Agreement shall in any manner impair, diminish or extinguish any of the liens or any covenant, condition, agreement or stipulation in the Note or Security Instrument, and the same except as herein modified shall continue in full force and effect.

6. Any term or provision in the Note and/or Security Instrument that is not specifically addressed by this Agreement is hereby ratified and shall remain in full force and effect.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.


THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Executed on April 3, 2010 to be effective as of the date first set forth above.


Nancy B. Coffin - (Borrower)

Address of Borrower:
16667 Hill Road
Klamath Falls, Oregon 97603

BANK OF AMERICA, N.A.

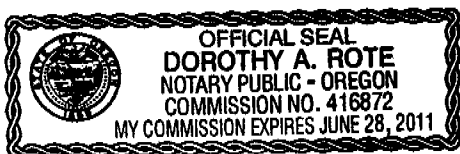
By: 
Name: Jeffrey Roman
Title: Senior Vice President

Address of Lender:
700 Louisiana, 4th Floor
Houston, Texas 77002

State of Oregon
County of Klamath

The foregoing instrument was acknowledged before me this 3rd day of April, 2010 by
Nancy B. Coffin.

(SEAL)



Dorothy A. Rote
Notary Public

My commission expires: June 28, 2011

State of CT.
County of Hartford cc: West Hartford

The foregoing instrument was acknowledged before me this 6th day of April, 2010 by
Jeffrey Roman as Senior Vice Pres. of Bank of America, N.A., on
behalf of said association.

(SEAL)

Whitney G. Longhi
Notary Public

My commission expires:

Whitney G. Longhi
Notary Public, Connecticut
My Commission Expires Aug. 31, 2013

EXHIBIT A

Parcel 3 of Land Partition 49-04, being a replat of Parcel 3 of Land Partition 18-92, SE¼ SW¼ of Section 16, Township 40 South, Range 10 East of the Willamette Meridian, and W½ NE¼, NW¼ SE¼, E½ NW¼ of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.