

2010-013100

Klamath County, Oregon



00092755201000131000030039

11/09/2010 10:23:52 AM

Fee: \$47.00

PREPARED/DRAFTED BY:

Firm Solutions, LLC
9119 Corporate Lake Drive, Suite 300
Tampa, Florida 33634
ATTN: Jessica Benigni
Loan Number: 0630561850
File Number: M10060441
Freddie Mac Loan Number: 0801062500

When recorded mail to: #6162545

First American Title
Loss Mitigation Title Services 12263.1
P.O. Box 27670
Santa Ana, CA 92799
RE: HAYNES - BMPG+

DEED OF TRUST BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED BY THE BORROWER:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE
RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of September 1, 2010, between DONALD HAYNES, and LOIS HAYNES, HUSBAND AND WIFE ("Borrower"), and WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated August 14, 2003, securing the original principal sum of U.S. One hundred and Sixty Eight thousand and 00/100 Dollars (\$168,000.00), and recorded on August 15, 2003 in Book M03 at Page(s) 59811-28, of the Official Records of Klamath County, OR, and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: 718 LOMA LINDA DR, KLAMATH FALLS, OR 97601 the real property and is described as follows:

THE NORTHWEST TEN FEED OF LOT 18 AND ALL OF LOT 19 OF LOMA LINDA HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON; ALSO THAT PORTION OF LOT 6 OF LOMA LINDA HEIGHTS LYING NORTHWESTERLY OF THE SOUTHWESTERLY FACE OF A CONCRETE BLOCK WALL AS IT IS NOW LOCATED, BEING A STRIP OF LAND APPROXIMATELY 2 1/2 FEET IN WIDTH IN KLAMATH FALLS, KLAMATH COUNTY.

TAX ID NO.: R218240

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.

2. As of September 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$135,374.35.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 4.5%, beginning September 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$788.18, beginning on October 1, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2033, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Wells Fargo Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001, or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

(To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.)

August 2010 (Date) Donald Haynes (Seal) -Borrower
DONALD HAYNES

11 August 2010 (Date) Lois Haynes (Seal) -Borrower
LOIS HAYNES

BORROWER ACKNOWLEDGMENT

State of Oregon
County of Klamath

The foregoing instrument was acknowledged before me this 11th day of August, 2010, by **DONALD HAYNES and LOIS HAYNES** who are personally known to me (or provided 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.

(Seal)

Patricia K. Card
Notary Print Name: Patricia K. Card
Notary Public, State of Oregon
My Commission Expires: Mar 11, 2013
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.



LENDER SIGNATURE

Lender does not, by its execution hereof, waive any right it may have against any person not a party hereto.
Lender Name: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

By: Jane E. Hooper, Vice President Loan Documentation

Signature: _____

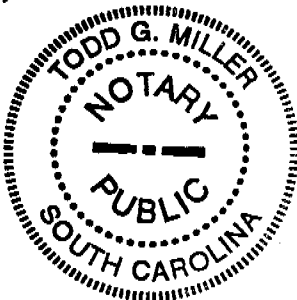
Jane E. Hooper

LENDER ACKNOWLEDGMENT

State: South Carolina §
County: York §

The foregoing instrument was acknowledged before me this 16 day of September, 2010, by Jane E. Hooper, Vice President Loan Documentation of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., who is personally known to me.

(Seal)



Expires 2/11/2020

Todd G. Miller
Notary Print Name: Todd G. Miller
Notary Public, State of South Carolina
My Commission Expires: 2-11-2020
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.