

**2011-013333**

Klamath County, Oregon



00110815201100133330060063

12/01/2011 09:37:24 AM

Fee: \$62.00

**Recording Requested by/  
After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

**This document was prepared by**

Home Retention Services, Inc.  
Modifications Department  
9700 Bissonnet Street  
Suite 1500  
Houston, TX 77036  
1.855.664.8124  
By: Myra LeBlanc, VP

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**LOAN MODIFICATION AGREEMENT**

Order ID: 5108000

Project ID: 147156

Loan Number: 191251630

MIN Number: 100133700030975588

Date of Document: 11/13/2010

Borrower Name: ROSE CARLSON

Grantee: Mortgage Electronic Registration Systems, Inc.  
Nominee for Bank of America N.A. as successor by  
Merger to BAC Home Loans Servicing, LP

3300 SW 34<sup>th</sup> Avenue  
Suite 101  
Ocala, FL 34474

Original Loan Amount: \$146,143.00

PIN /Tax ID: N/A

Recording Reference: INST. NO.: 2008-004788 on 04/01/2001 in KLAMATH county, state of OR

See Exhibit 'B' attached.

191251630

Recording Requested by  
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.  
WHEN RECORDED MAIL TO:

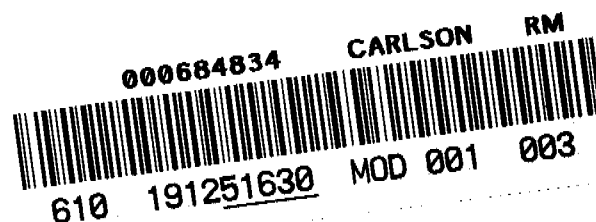
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.  
7105 Corporate Drive  
(PTX-B-36)  
Plano, TX 75024  
DocID#: 0651701199207105A

Space Above for Recorder's Use

#### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on November 13, 2010 between ROSE M CARLSON (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the March 26, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 1740 CRESCENT AVENUE, KLAMATH FALLS, OR 97601.

The real property described being set forth as follows:



### **SAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of one hundred forty five thousand four hundred sixty five and 97/100, (U.S. Dollars) (\$145,465.97). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2040.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS 18 DAY OF November 2010  
BY

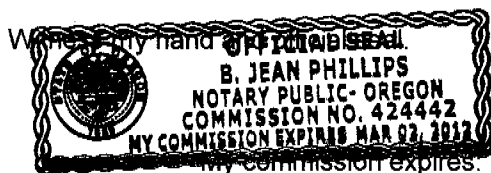
Rose M Carlson  
ROSE M CARLSON

Rudy C. Carlson  
Rudy C. Carlson

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Oregon, County of Klamath On this 18th day of November  
2010 before me the undersigned, a Notary Public in and for said State, personally appeared

Rose m. Carlson and Rudy C. Carlson  
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 foregoing instrument and acknowledged that their executed the  
same.



Signature [Signature]  
Name (typed or printed) B Jean Phillips

As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Rudy C. Carlson  
Co-Owner(s) Signature

Dated: 11-18-10

Rudy C. Carlson  
Co-Owner(s) Name (typed or printed)

STATE OF Oregon

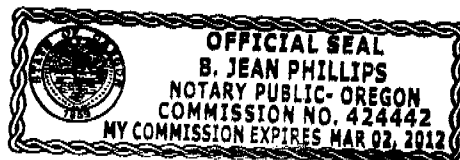
COUNTY OF Klamath

On 11-18-10 before me, B Jean Phillips

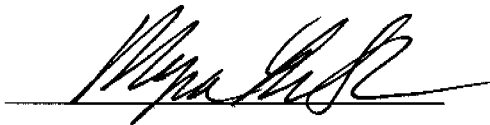
Notary Public, personally appeared Rudy C. Carlson

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 signatures(s) on the  
instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature [Signature]



As evidenced by the signature below, the Lender agrees to the foregoing.



Mortgage Electronic Registration Systems, Inc.-

Nominee for Bank of America N.A. as successor by

Merger to BAC Home Loans Servicing, LP

By: Myra Leblanc, Vice President

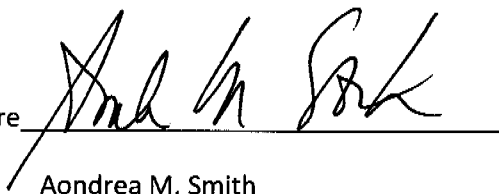
STATE OF TEXAS

COUNTY OF HARRIS

On November 16, 2011 before me, Aondrea M. Smith, Notary Public, personally appeared Myra Leblanc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

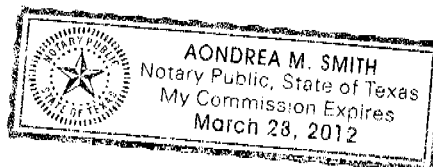
Witness my hand and official seal.

Signature



Aondrea M. Smith

My commission expires: March 28, 2012



**Recording Requested by/After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

Order ID: 5108000

Project ID: 147156

Loan Number: 191251630

MJN Number: 100133700030975588

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**EXHIBIT B**

Borrower Name: ROSE CARLSON

Property Address: 1740 CRESCENT AVENUE, KLAMATH FALLS, OR 97601

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 04/01/2001 as Instrument/Document Number: 2008-004788, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of KLAMATH County, State of OR.

**Additional County Requirements:**

Original Loan Amount: \$146,143.00