

MT92395-LW

2012-001595

Klamath County, Oregon

**RECORDING COVER SHEET**

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.



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02/13/2012 03:22:26 PM

Fee: \$57.00

Reference – Escrow No. MT92395-LW  
Title Order No. 0092395

Please print or type information.

**1. AFTER RECORDING RETURN TO –**

Required by ORS 205.180(4) & 205.238:

Name: **BANK OF AMERICA**

**COLLATERAL TRACKING**

Address: **4161 PIEDMONT PARKWAY**

City, ST Zip: **GREENSBORO, NC 27410**

**2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the lien instrument:

**Document Title(s): REAL ESTATE SUBORDINATION AGREEMENT/ MODIFICATION AGREEMENT**

**3. DIRECT PARTY / GRANTOR Names and Addresses – Required by ORS 205.234(1)(b)**  
for Mortgages/Liens list Borrower/Debtor

Borrower Name & Address: **BANK OF AMERICA, N.A.**

**4161 PIEDMONT PARKWAY, GREENSBORO, NC 27410**

Borrower Name & Address: \_\_\_\_\_

**4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)**  
for Mortgages/Liens list Beneficiary/Lender/Creditor

Beneficiary Name & Address: **WELLS FARGO BANK, N.A.,**

**814 E. JACKSON STE C, MEDFORD, OR 97504**

**5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:**  
**UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO**

Name: **CHRISTOPHER L. ROELOFFS**

Address: **10253 MCGUIRE AVE**

City, ST Zip: **KLAMATH FALLS, OR 97603**

**6. TAX ACCOUNT NUMBER OF THE PROPERTY – Required by ORS 312.125(4)(b)(B)**

REF# 2006-019429

57AMJ

UTC 92395-LW

This instrument was prepared by:  
Bank of America Subordination Unit  
4161 Piedmont Parkway  
Greensboro, NC 27410

After recording return to:  
Bank of America Collateral Tracking  
4161 Piedmont Parkway  
Greensboro, NC 27410  
Account #: 6816050025XXXX

**Bank of America**



**Real Estate Subordination Agreement  
(Bank of America to Third Party)**

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed  
as of 01/25/2012, by Bank of America, N.A. ("Subordinator"), having an address of:

4161 Piedmont Parkway  
Greensboro, NC 27410

in favor of WELLS FARGO BANK NA ("Junior Lien Holder"), having an address for notice purposes of:  
814 E. JACKSON STE C  
MEDFORD, OR 97504

**Whereas**, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 08/01/2006, executed

by AMANDA ROELOFFS AND CHRISTOPHER L. ROELOFFS, with a property address of: 10253 MCGUIRE AVE, KLAMATH FALLS, OR 97603

which was recorded on 9/27/2006, in Volume/Book N/A, Page N/A, and Document Number 2006-019429, and if applicable, modified on , in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of KLAMATH County, OR, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

**The Modification Agreement  
to  
Bank of America Equity Maximizer Agreement and Disclosure Statement**

**The Modification Agreement to Bank of America Equity Maximizer Agreement and Disclosure Statement, enclosed, is an amendment to your line of credit agreement/note. This document is prepared at the request of your new lender, to ensure that there will be no negative amortization or money owed at the end of your second mortgage loan/line term.**

**Please keep a copy of the Modification for your records, and sign and return the original to the address listed on the form.**

**Modification Agreement**  
**to**  
**Bank of America Equity Maximizer Agreement and Disclosure Statement**

Borrower Name(s):  
**AMANDA ROELOFFS**  
**CHRISTOPHER ROELOFFS**

Home Equity Line of Credit Account Number: 6816050025XXXX

Date of Original Agreement: 8/1/2006  
Date of Modification Agreement: 01/25/2012

This Modification Agreement to Bank of America Equity Maximizer Agreement and Disclosure Statement ("Modification Agreement") is made by the above-referenced Borrower(s) and Bank of America, N.A. ("Lender"). The Borrower(s) identified above and Lender do hereby agree to modify the provisions of the Bank of America Equity Maximizer Agreement and Disclosure Statement (the "Original Agreement") dated as of the date referenced above, as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Agreement.
2. Borrower(s) and Lender hereby agree that, notwithstanding any reference in the Original Agreement to the potential for negative amortization, the minimum payment due for any month under all payment options shall include the amount of any accrued interest plus such other applicable amounts as described in the Original Agreement. Consequently, all references in the Original Agreement to negative amortization are inapplicable.
3. Except as provided in this Modification Agreement, the terms of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year referenced above.

Borrower's Signature

  
AMANDA ROELOFFS

Borrower's Signature

  
CHRISTOPHER ROELOFFS

BANK OF AMERICA, N.A.

By: 

Name: Deborah Brown

Title: Assistant Vice President


When completed, return to:  
Bank of America Triad Center  
Subordinations--Modifications Department  
4161 Piedmont Parkway  
Greensboro, NC 27410-8110

**Whereas**, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to AMANDA ROELOFFS AND CHRISTOPHER L. ROELOFFS (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Junior Lien Holder in the maximum principal face amount of \$ 109,500.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

**Bank of America, N.A.**

  
By: Deborah Brown 01/25/2012  
Its: Assistant Vice President Date

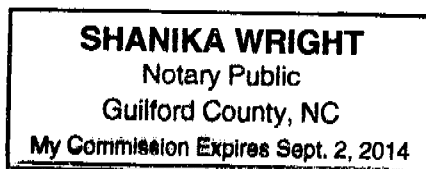


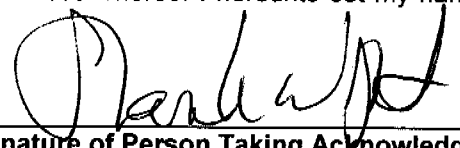
**Individual Acknowledgment:**

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Twenty-Fifth day of January, 2012, before me, Shanika Wright, the undersigned Notary Public, personally appeared Deborah Brown, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that (s)he, as such Assistant Vice President, Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Assistant Vice President. In witness whereof I hereunto set my hand and official seal.



  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 09/02/2014