

2012-007313

Klamath County, Oregon



00120695201200073130050059

07/03/2012 10:15:28 AM

Fee: \$57.00

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

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

---

**LOAN MODIFICATION AGREEMENT OF DEED OF TRUST**

Order ID: 5097444

Project ID: 162571

Loan Number: 172876220

Borrower: MATTHEW HOLDER

Grantor Address: 4881 GATEWOOD DRIVE, KLAMATH FALLS, OR, 97603

Co-Borrower: MARY HOLDER

Grantee Name:

— Bank of America N.A as successor by

P.O. Box 10266

Grantee Address: Merger to BAC Home Loans Servicing, LP

Van Nuys, CA 91410-0266

Original Loan Amount: \$204,300.00

Recording Reference: See Exhibit 'B'



Recording Requested by  
BAC Home Loans Servicing, LP  
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP  
Post Office Box 10266  
Van Nuys, CA 91410-0266  
Attention: Document Control

DocID#: 0651728762207105A

Space Above for Recorder's Use

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on September 21, 2010 between Matthew Sheldon Holder, Mary Elizabeth Holder (the "Borrower(s)") and BAC Home Loans Servicing, LP ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated August 1, 2007 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 4881 Gatewood Drive, Klamath Falls, OR 97603.

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 Two Hundred Fourteen Thousand, Seven Hundred Fifty Five Dollars And Sixty Five Cents, (U.S. Dollars) (\$214,755.65). 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 July 1, 2038.

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 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.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

WDGGovLnModAgree

000011111

HOLDER

MS



0/2007

610 172876220 MOD 001 001

SIGNED AND ACCEPTED THIS 25 DAY OF October, 2010  
BY

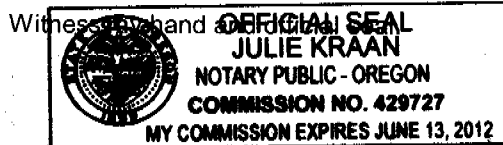
Matthew Sheldon Holder  
Matthew Sheldon Holder

Mary Elizabeth Holder  
Mary Elizabeth Holder

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of OREGON, County of Clatsop On this 25 day of Oct,  
2010 before me the undersigned, a Notary Public in and for said State, personally appeared  
Matthew and Mary Holder

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 they executed the  
same.



Signature Julie Kraan  
Name (typed or printed) Julie Kraan

My commission expires June 13, 2012

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

CO-OWNER(S)

Co-Owner(s) Signature \_\_\_\_\_

Dated: \_\_\_\_\_

Co-Owner(s) Name (typed or printed) \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

Notary Public, personally appeared \_\_\_\_\_

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 \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as by successor by merger to BAC Home Loans Servicing, L.P.

By: Stewart Lender Services, Inc., its attorney in fact

By: 

Karen Clark, A.V.P., Stewart Lender Services, Inc.

6/18/12

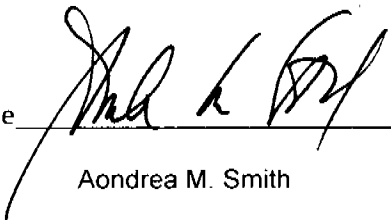
Date

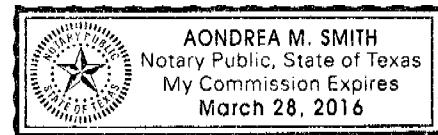
STATE OF TEXAS

COUNTY OF HARRIS

On June 18, 2012 before me, Aondrea M. Smith Notary Public-Stewart Lender Services, Inc., personally appeared Karen Clark, A.V.P., Stewart Lender Services, Inc. personally known to me 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, 2016

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

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

Order ID: 5097444  
Loan Number: 172876220

Project ID: 162571

---

**EXHIBIT B**

Borrower Name: MATTHEW HOLDER and MARY HOLDER  
Property Address: 4881 GATEWOOD DRIVE, KLAMATH FALLS, OR 97603

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 08/03/2007 as Instrument/Document Number: 2007-013763, 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: \$204,300.00

