

2012-010325

Klamath County, Oregon



00124428201200103250060061

09/18/2012 11:01:00 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

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**LOAN MODIFICATION AGREEMENT OF**

*DEED OF TRUST*

Order ID: 7390871

Project ID: 221229

Loan Number: 147018805

Borrower: SANNY ANTONIO

Grantor Address: 2780 WINDSOR AVENUE, KLAMATH FALLS, OR, 97603

Co-Borrower: LUANN ANTONIO

Grantee Name: Mortgage Electronic Registration Systems, Inc.

3300 S.W. 34<sup>th</sup> Ave. Ste. 101

Grantee Address: Nominee for Bank of America N.A. as successor by

Ocala, FL 34474

Merger to BAC Home Loans Servicing, LP

Original Loan Amount: *\$152,000.00*

Recording Reference: See Exhibit 'B'

RECORDING REQUESTED BY:  
BAC Home Loans Servicing, LP a subsidiary of Bank  
of America, N.A.  
Attn. **WORKOUT DEPARTMENT, LAN-70**  
**177 COUNTRYWIDE WAY**  
**LANCASTER, CA 93536**

Loan #: **147018805**

## LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of July, 2009, between SANNY A ANTONIO and LUANN J ANTONIO, and BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 8th day of November, 2006 and in the amount of \$152,000.00 and (2) the Note secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at 2780 WINDSOR AVENUE , KLAMATH FALLS, OR 97603.

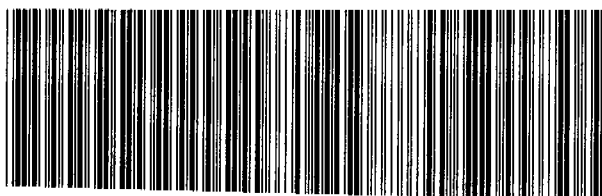
The real property described being set forth as follows:

**SAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of October, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$152,431.65 consisting of the amount(s) loaned to the borrower by Lender and any interest capitalized to date.
2. 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 the yearly rate of 5.250% from the 1st day of September, 2009. The Borrower promises to make monthly payment of principal and interest of U.S. \$838.70 beginning on the 1st day of October, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of September, 2049 ( the "Maturity Date" ), the Borrower still owes amounts under the Note and Security Instrument, as amended by this agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. The Borrower will make such payment at Payment Processing PO Box 650070 Dallas, TX 75265 or at such other place as the Lender may require.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at it's option, require immediate payment in full of all sums secured by the Security Instrument.
5. The Borrower also will comply with all other covenants, agreements, and requirement of 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, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provision are cancelled, null, and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the original Note and Security Instrument (if any) proving for, implementing, or relating to, any adjustment, in the rate of interest payable under the Note: and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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



July 28, 2009  
The HOPE Team  
CHL Loan #: 147018805

000905806

ANTONIO SA

WDGARMNR 8124 03/26/2008

8027 06/09



610 147018805 MOD 001 001

6. Nothing in this agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

7. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Sanny Antonio Dated: 8-20-09  
SANNY A ANTONIO  
Luann J Antonio Dated: 8-20-09  
LUANN J ANTONIO

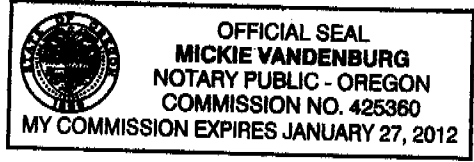
STATE OF Oregon  
COUNTY OF Klamath

On 8-20-09 before me, Mickie Vandenburg Notary Public, personally appeared  
Sanny Antonio & Luann J Antonio

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 signature(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.

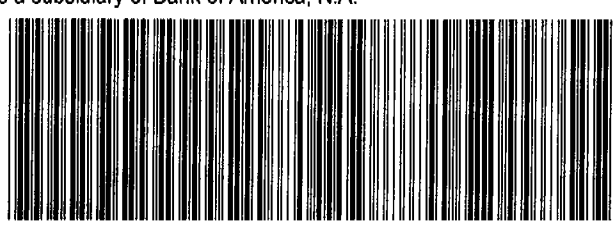
Mickie Vandenburg  
Signature



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

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

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



DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

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

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

By: Eric Shorter

Eric Shorter, A.V.P., Stewart Lender Services, Inc.

9/4/2012

Date

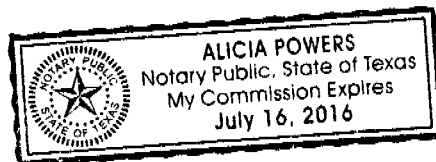
STATE OF TEXAS

COUNTY OF HARRIS

On September 4, 2012 before me, Alicia Powers Notary Public-Stewart Lender Services, Inc., personally appeared, Eric Shorter 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 he executed the same in his authorized capacity, and that by his 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 Alicia Powers  
Alicia Powers



My commission expires: July 16, 2016

Signatures continue on the following page

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

**Mortgage Electronic Registration Systems, Inc. (MERS),  
as Nominee for Bank of America, N.A., for itself or as successor by merger to BAC Home Loans  
Servicing, LP**

By:   
Eric Shorter, Vice President

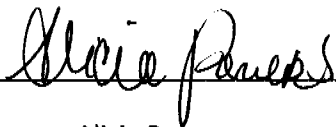
9/4/2012  
Date

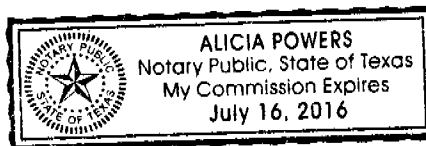
STATE OF TEXAS

COUNTY OF HARRIS

On September 4, 2012 before me, Alicia Powers Notary Public-Stewart Lender Services, Inc., personally appeared Eric Shorter, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his 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   
Alicia Powers



My commission expires: July 16, 2016

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

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

Order ID: 7390871  
Loan Number: 147018805

Project ID: 221229

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**EXHIBIT B**

Borrower Name: SANNY ANTONIO and LUANN ANTONIO  
Property Address: 2780 WINDSOR AVENUE, KLAMATH FALLS, OR 97603

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 11/13/2006 as Instrument/Document Number: N/A, and/or Book/Liber Number: 2006 at Page Number: 022654 in the real records of KLAMATH County, State of OR.

**Additional County Requirements:**

Original Loan Amount: \$152,000.00

