

**2012-013206**

**Klamath County, Oregon**

**11/29/2012 09:11:10 AM**

**Fee: \$62.00**

This Document Prepared By:

**ELAINE M RUBLE**

**PNC MORTGAGE, A DIVISION OF**


**PNC BANK, NATIONAL**

**ASSOCIATION**

**3232 NEWMARK DR**

**MIAMISBURG, OH 45342**

~~When recorded mail to:~~ #:7699334

First American Title 

Loss Mitigation Title Services 11759.1

P.O. Box 27670

Santa Ana, CA 92799

RE: WELLS - MOD REC SVC

**Send Tax Statements To:**

\_\_\_\_\_

**Tax/Parcel No. R557971**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$185,600.00**

**Fannie Mae Loan No.: 4005857848**

**Unpaid Principal Amount: \$173,699.53**

**Loan No: 0005949747**

**New Principal Amount \$176,804.60**

**New Money (Cap): \$3,105.07**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **OCTOBER, 2012**, between **JEREMY K WELLS AND, SARA WELLS** ("Borrower") whose address is **5120 BARRY AVE, KLAMATH FALLS, OREGON 97603** and **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **FEBRUARY 27, 2008** and recorded on **MARCH 11, 2008**

<sup>1</sup>  
**WHEN RECORDED, RETURN TO:**  
**FIRST AMERICAN MORTGAGE SERVICES**  
**1100 SUPERIOR AVENUE, SUITE 200**  
**CLEVELAND, OHIO 44114**  
**NATIONAL RECORDING**

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112\_87  
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**0005949747**

in INSTRUMENT NO. 2008-003084, of the OFFICIAL Records of KLAMATH COUNTY, OREGON, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**5120 BARRY AVE, KLAMATH FALLS, OREGON 97603**  
(Property Address)

the real property described being set forth as follows:



**LOT 23, LAMRON HOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNT CLERK OF KLAMATH COUNTY, OREGON.**

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **OCTOBER 1, 2012**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$176,804.60**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$23,279.60** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$153,525.00**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.6250%** from **OCTOBER 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$702.58** beginning on the 1ST day of **NOVEMBER, 2012**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. The new Maturity Date will be **OCTOBER 1, 2052**.
3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

 **WELLS**  
L **46100549**  
Ir  
F **FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


OR 12-87  
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WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or

required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

8. By this paragraph, **Lender is notifying Borrower that** any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items. .

In Witness Whereof, the Lender have executed this Agreement.

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

By EILEEN BURRALL

(print name)

Mortgage Officer

(title)

10/23/12

Date

Amber Johnson [Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

State of OHIO

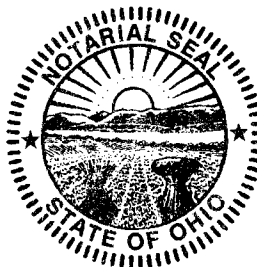
County of Montgomery

The foregoing instrument was acknowledged before me this October 23, 2012  
(date) by EILEEN BURRALL, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF**  
**PNC BANK, NATIONAL ASSOCIATION**, a \_\_\_\_\_,  
corporation, on behalf of the corporation

Amber Johnson

[Signature]

Notary Public



SHARITA WISE  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES SEPT. 30, 2015

Printed Name: Sharita Wise

My commission expires: 9-30-2015

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

**3232 NEWMARK DR**

**MIAMISBURG, OH 45342**

In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)

Borrower

**JEREMY K WELLS**

10-16-12

Date

\_\_\_\_ (Seal)

Borrower

Date

\_\_\_\_ (Seal)

Borrower

Date

[Space Below This Line for Acknowledgments]

[Signature] (Seal)

Borrower

**SARA WELLS**

10-16-12

Date

\_\_\_\_ (Seal)

Borrower

Date

\_\_\_\_ (Seal)

Borrower

Date

**BORROWER ACKNOWLEDGMENT**

STATE OF OREGON

COUNTY OF Clatsop

The foregoing instrument was acknowledged before me this 10/16/12 by  
**JEREMY K WELLS, SARA WELLS**

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Commission expires

Serial Number, if any

[Signature]  
Linda L. Terry  
Notary  
7/9/13

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