

**2013-003944**

**Klamath County, Oregon**



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04/15/2013 10:20:23 AM

Fee: \$57.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**MODIFICATION OF DEED OF TRUST**

RECORDING REQUESTED BY &  
RETURN TO:  
BANK OF AMERICA, N.A.  
ATTN: HOME RETENTION DIVISION  
1001 LIBERTY AVE STE 675  
PITTSBURGH, PA 15222

Prepared by: NATHAN BROOKS  
BANK OF AMERICA  
1001 LIBERTY AVE STE 675  
PITTSBURGH, PA 15222  
371510 7777

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**GRANTOR(S) : CHEYENNE E BALLARD- 2763 HOPE STREET,  
KLAMATH FALLS, OR 97603  
GRANTEE: BANK OF AMERICA N.A.,**

**PREV RECORDED INFO-RECORDED 6/24/2011 INST# 2011-007610**

Recording Requested by

Bank of America, N.A.

WHEN RECORDED MAIL TO:

Bank of America, N.A.

1001 Liberty Avenue, Suite 675

Pittsburgh, PA 15222

This document was prepared by Bank of America, N.A.

See Exhibit B for assignments of record if applicable

Space Above for Recorder's Use

#### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on November 24, 2012 between CHEYENNE E BALLARD (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 5th of July, 2011 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property' (See Exhibit A for Legal Description if applicable), located at 2763 HOPE STREET, 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 ninety-eight thousand seven hundred sixty-five and 41/100, (U.S. Dollars) (\$98,765.41). 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, 2042. 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 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 21<sup>st</sup> DAY OF December 2012  
BY

*Cheyenne E Ballard*

CHEYENNE E BALLARD

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Oregon, County of Klamath On this 21<sup>st</sup> day  
of December 2012 before me the undersigned, a Notary Public in and for said State,  
personally appeared CHEYENNE E BALLARD 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 He executed the same.

Witness my hand and official seal.

*Deborah Torrie*

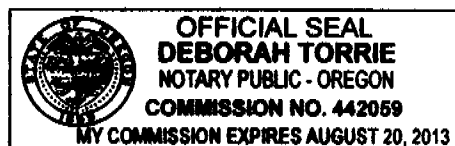
Notary Signature

Deborah Torrie

Notary Public Printed Name Place Seal Here

August 20<sup>th</sup> 2013

Notary Public Commission Expiration Date



DO NOT WRITE BELOW THIS LINE

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THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

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

By: Urban Settlement Services, LLC, its attorney in fact

By:

*mf*

Dated: JAN 02 2013

**Matthew Pittman**

Name:

Title : **ASSISTANT SECRETARY**

[Space below this line for Acknowledgement]

STATE OF

COUNTY OF

Colorado

Broomfield

On

1/2/2013

before me,

*Phillip Her*

Notary Public, personally

appeared

*Matthew Pittman*

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.

*Phillip Her* Notary Signature

*Phillip Her* Notary Public Printed Name Place Seal Here

12/27/2015 Notary Public Commission Expiration Date



My Comm. Expires December 27, 2015

Exhibit "A"

Legal Description

THE WEST 1/2 OF THE WEST 1/2 OF TRACT 19 IN GIENGER'S HOME TRACTS, TOGETHER WITH THE SOUTHERLY ONE-HALF OF THE VACATED ALLEY ADJOINING ON THE NORTH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.