

2013-005494

Klamath County, Oregon



00136095201300054940050050

05/16/2013 09:40:29 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: 9909481
Loan Number: 145968008
Grantor: DANIEL SANBORN
Grantor Address: 3931 BRISTOL AVENUE, KLAMATH FALLS, OR, 97603
Grantee Name: Bank of America, N.A., for itself or as successor by merger to BAC Home Loans servicing,
LP fka Countrywide Home Loans Servicing, LP
Grantee Address: 9700 Bissonnet Street, Suite 1500, Houston, TX 77036
Original Loan Amount: \$139,900.00

Recording Reference: See Exhibit 'B'

Recording Requested by/After Recording Return To:

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

Order ID: 9909481
Loan Number: 145968008

Project ID:

EXHIBIT B

Borrower Name: DANIEL SANBORN
Property Address: 3931 BRISTOL AVENUE, KLAMATH FALLS, OR 97603

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 10/17/2006 as Instrument/Document Number: 2006-020849, 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: 139,900.00



RECORDING REQUESTED BY:

Countrywide Home Loans Servicing LP
Attn. **WORKOUT DEPARTMENT, LAN-70**
177 COUNTRYWIDE WAY
LANCASTER, CA 93536'

Loan #: **145968008**

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

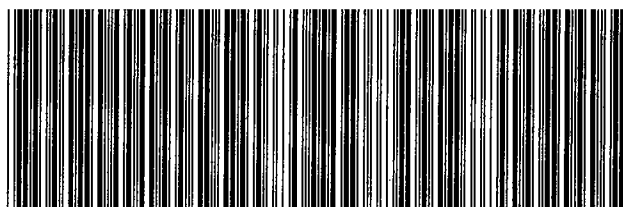
This Loan Modification Agreement ("Agreement"), made this 9th day of December, 2008, between Daniel W Sanborn, and Countrywide Home Loans Servicing LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 31st day of October, 2006 and in the amount of \$139,900.00 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 in the 'Property', located at 3931 Bristol 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 December, 2008, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$140,768.98 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 4.875% from the 1st day of December, 2008. The Borrower promises to make monthly payment of principal and interest of U.S. \$667.17 beginning on the 1st day of January, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the December 1, 2048 (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 450 American Street, Simi Valley, California 93065 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) providing 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.
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.

Daniel W Sanborn
Daniel W Sanborn

Dated: 12-17-08

STATE OF Oregon

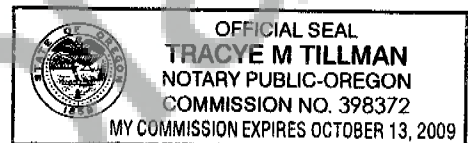
COUNTY OF Klamath

On 12/17/08 before me, Tracye M Tillman Notary Public, personally appeared
Daniel W Sanborn

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.

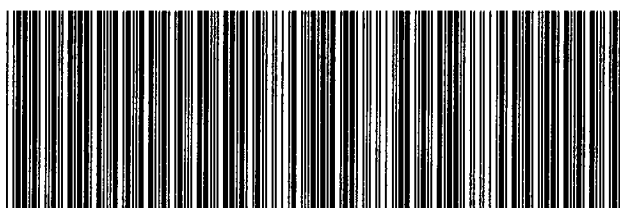
WITNESS my hand and official seal.

Tracye M Tillman
Signature



Countrywide Home Loans Servicing LP

By: _____ Dated: _____



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 fka Countrywide Home Loans Servicing, LP.

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

By:

Jesse Battle, A.V.P., Stewart Lenders Services, Inc.

Date

5/15/13

STATE OF TEXAS

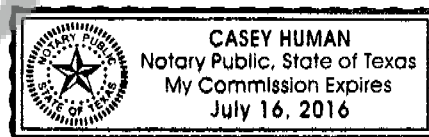
COUNTY OF HARRIS

On May 13, 2013 before me, Casey Human Notary Public-Stewart Lender Services, Inc., personally appeared Jesse Battle, 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

Casey Human



My commission expires: July 16, 2016