

**2013-005549**

**Klamath County, Oregon**



00136167201300055490090092

05/17/2013 10:47:11 AM

Fee: \$77.00

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: Alexis Fatalaky  
BANK OF AMERICA  
1001 LIBERTY AVE STE 675  
PITTSBURGH, PA 15222  
421107 - 6500

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**GRANTOR(S): Jonathan R. Gates**  
**GRANTEE: Bank of America, N.A.**

**Prev Recorded Instrument:**  
**07/24/2008 Instrument # 2008-010569**

**No New Money**

**When Recorded Return To:**

Bank of America, N.A.  
1001 Liberty Avenue, Suite 675  
Pittsburgh, PA 15222

**Recording Requested By:**

Bank of America, N.A.

Document No.: 06521852638007105A

\_\_\_\_\_ Space Above for Recorder's Use \_\_\_\_\_

**LOAN MODIFICATION AGREEMENT**

**Borrower ("I")<sup>1</sup>:** JONATHAN R GATES

**Lender or Servicer ("Lender"):** Bank of America, N.A.

**Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):** July 23, 2008

**FHA Loan Number:** 4314460275703

**Property Address ("Property"):** 4329 BARTLETT AVE, KLAMATH FALLS, OR 97603

See attached Exhibit "A" for Legal Description

**Recording information:** Mortgage recorded in Book/Liber \_\_\_\_\_ at page(s)  
\_\_\_\_\_ of the \_\_\_\_\_ Records of \_\_\_\_\_

\_\_\_\_\_  
(Name of Records)

\_\_\_\_\_  
(County and State, or Other Jurisdiction)

<sup>1</sup> If more than one Borrower or Mortgagor executes this document, each is referred to as "I." Words signifying the singular (such as "I") include the plural (such as "we") and vice versa where appropriate.



**Important Disclosures:** The Federal Housing Administration (FHA) requires that the Lender provide you with information to help you understand the modified mortgage and partial claim terms that are being offered to you. The Lender must timely provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage to enable the Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 are true in all material respects and if I have satisfied all of the preconditions in Section 2, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are called the "Loan Documents." Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Mortgage and/or Note, as applicable.

**1. My Representations.** I certify, represent to Lender, and agree:

- A. I am experiencing a financial hardship. As a result, (1) I am in default under the Loan Documents and (2) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents.
- B. I live in the Property as my principal residence. The Property has not been condemned.
- C. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I have provided documentation for **all** income that I receive. I am not required to disclose child support or alimony, unless I chose to rely on such income to qualify for the FHA-Home Affordable Modification Program ("Program").
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including (but not limited to) the documents and information regarding my eligibility for the Program, are true and correct.
- F. I have made all payments required under a trial period plan, as required under the Program.

**2. Acknowledgements and Preconditions to Modification.** I understand, acknowledge, and agree:

- A. As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the FHA's required subordinate mortgage (also called a Partial Claim Note and Security Instrument).



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- B. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) the Lender will have all of the rights and remedies provided by the Loan Documents.
  - C. The Loan Documents will not be modified unless the Modification Effective Date (as defined in Section 3) has occurred.
  - D. The Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement has not been met.
3. **The Modification.** If my representations in Section 1 continue to be true and correct and all preconditions to the modification in Section 2 have been met, the Loan Documents will automatically become modified (the "Modified Loan Documents") on December 1, 2012 (the "Modification Effective Date") and Lender will waive all due and unpaid late charges.
- A. The new Maturity Date will be: November 1, 2042
  - B. The new principal balance of my Note will be \$136,662.83 (the "New Principal Balance").
  - C. I promise to pay the New Principal Balance, plus interest, to the order of Lender.
  - D. The annual interest rate on the New Principal Balance will be 4.125%, beginning November 1, 2012, both before and after any new default. This fixed interest rate will remain in effect until principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
  - E. On December 1, 2012 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$923.16 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$662.34, plus the current required escrow payment of \$260.82. My required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, my total monthly payment would change accordingly.
  - F. I will be in default if I do not comply with the terms of the Modified Loan Documents.
4. **Additional Agreements.** I understand and agree:
- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):



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- (1) The FHA's subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The FHA's subordinate lien may also make it more difficult to get additional subordinate lien financing.
  - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
- B. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) the Lender has waived this requirement in writing.
- C. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.
- D. Except to the extent modified by this Agreement, I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of my Modified Loan Documents.
- E. The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- F. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect. Nothing in this Agreement satisfies or releases any obligation in the Loan Documents. Except as expressly modified by this Agreement, I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents and this Agreement.
- G. I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.



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- H. If an error is detected after execution of this Agreement, I will execute any documents reasonably necessary to (1) consummate the terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I receive a Corrected Agreement from Lender, this Agreement will be void and of no legal effect. If I elect not to sign a Corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Program.
- I. Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to (1) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counselor.
- J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents"). I will deliver the Replacement Documents within ten days after I receive Lender's written request for such Replacement Documents.



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In Witness Whereof, Lender and I have executed this Agreement.

SIGNED AND ACCEPTED THIS 17<sup>th</sup> DAY OF December 2012

Borrower:

Jonathan R. Gates  
JONATHAN R GATES

ALL SIGNATURES MUST BE ACKNOWLEDGED

STATE OF Oregon

COUNTY OF Klamath

On December 17<sup>th</sup> 2012, before me, George Doumar, Notary Public, personally

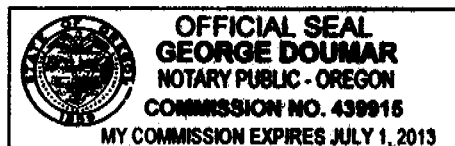
appeared Jonathan R. Gates, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

George Doumar  
Notary Signature

July 01, 2013  
Commission Expiration Date

George Doumar  
Printed Name Place Seal Here



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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: *[Signature]*

Dated:

DEC 27 2012

Name: **Matthew Pittman**  
Title : **ASSISTANT SECRETARY**

STATE OF Colorado

COUNTY OF Broomfield

On 12/27/12, before me, Lynn Holdsworth, 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 signature(s) on the instrument, the person or entity upon behalf of which  
the person(s) acted, executed the instrument.

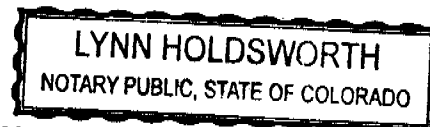
WITNESS my hand and official seal.

Notary Signature

*[Signature]*

Printed Name Place Seal Here

12/27/15  
Commission Expiration Date



My Comm. Expires December 27, 2015



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EXHIBIT A

LEGAL DESCRIPTION

Real property in the County of Klamath, State of Oregon, described as follows:

A parcel of land being a portion of Lot 9 of Villa St. Clair Subdivision, situated in the NW1/4 NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of said Lot 9, from which the Southeast corner of said Lot 9 bears North 89°58' East 20.00 feet; thence North 00°13' West, parallel with the East line of said Lot 9, 160.00 feet; thence South 89°58' West 80.00 feet to a point on the West line of said Lot 9; thence South 00°13' East 160.00 feet to the Southwest corner of said Lot 9; thence 89°58' East 80.00 feet to the point of beginning. (Also known as Parcel 1 of Major Partition 38-88)

NOTE: This legal description was created prior to January 1, 2008.

Tax Parcel Number: R873608 and R873608