

2013-005551

Klamath County, Oregon



00136169201300055510110118

05/17/2013 11:03:17 AM

Fee: \$87.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

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

Prepared by: RACHEL ANDERSON
BANK OF AMERICA
1001 LIBERTY AVE STE 675
PITTSBURGH, PA 15222
426020-6500

GRANTOR(S): MARK C. SAXTON and DEBORAH L. SAXTON
GRANTEE: BANK OF AMERICA, N.A.

PREVIOUSLY RECORDED: 10/14/2009 INSTRUMENT #2009-013442

ORIGINAL LOAN: \$109,890.00

NEW LOAN: \$106,360.76

NEW MONEY: \$0

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.: 06522081900907105A

_____ _ Space Above for Recorder's Use _____

LOAN MODIFICATION AGREEMENT

Borrower ("I")¹: MARK C SAXTON and DEBORAH L SAXTON

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

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): October 7, 2009

FHA Loan Number: 4314906936703

Property Address ("Property"): 1816 CRESCENT AVENUE, KLAMATH FALLS, OR 97601

See attached Exhibit "A" for Legal Description

MERS#: 100071200010027000

¹ 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.

FHA-HAMP Loan Modification Agreement One- to Four-Family **Bank of America, N.A.** (rev. 111219/11)



208190090*USC*FHAHMP*89659

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

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

(Name of Records)

(County and State, or Other Jurisdiction)

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.



208190080+USC+FHAHMP+89659

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).
- 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 July 1, 2012 (the "Modification Effective Date") and Lender will waive all due and unpaid late charges.

- A. The new Maturity Date will be: June 1, 2042
- B. The new principal balance of my Note will be \$106,360.76 (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 4.250%, beginning June 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.



208190090+USC+FHAHMP+89659

E. On January 1, 2013 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 \$780.65 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$523.23, plus the current required escrow payment of \$257.42. 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):

(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.



208190090+USC+FHAHMP+89659

- 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.
- 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.



208190090+USC+FHAMP+89659

- K. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.



208190090*USC*FHAHMP*89659

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

SIGNED AND ACCEPTED THIS 13 DAY OF DEC 2012

Borrower:

Mark C Saxton
MARK C SAXTON

Deborah L Saxton
DEBORAH L SAXTON

ALL SIGNATURES MUST BE ACKNOWLEDGED

STATE OF OREGON

COUNTY OF KLAMATH

On DEC 13 2012, before me, RHONDA J YOUNG, Notary
Public, personally

appeared MARK C SAXTON AND DEBORAH L SAXTON, 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.

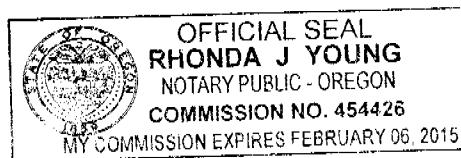
Rhonda J Young
Notary Signature

2-6-15

Commission Expiration Date

RHONDA J YOUNG

Printed Name Place Seal Here



208190090+USC+FHAHMP+89659

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: 

Dated: DEC 21 2012

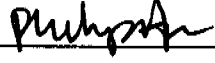
Andre Bandelier

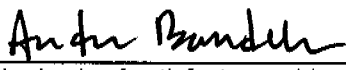
Name:

Title: **ASSISTANT SECRETARY**

STATE OF Colorado

COUNTY OF Broomfield

On 12/21/12, before me, , Notary
Public, personally

appeared , 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 

12/27/2015
Commission Expiration Date

Printed Name Place Seal Here



My Comm. Expires December 27, 2015



208190090*USC*FHAHMP*89859

Page 2

Mortgage Electronic Registration Systems, Inc. -
Nominee for Bank of America, N.A.

DEC 21 2012

By: [Signature]

Date

Matthew Pittman **ASSISTANT SECRETARY**
Printed Name and Title

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado

COUNTY OF Broomfield

On 12/21/12 before Me, [Signature] 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(s), or entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

[Signature] Notary Signature

Phillip Her Notary Public Printed Name Please Seal Here

12/27/2015 Notary Public Commission Expiration Date

PHILLIP HER
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires December 27, 2015



208190090+USC+FAHMP+89659

Page 10

9

EXHIBIT A

LEGAL DESCRIPTION

THE E 1/2 OF LOT 4 IN BLOCK 35 OF HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.
A.P.N.: 3809-029AD-05301-000