Action Dane Novice

2013-009760 Klamath County, Oregon

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08/26/2013 01:11:09 PM

Fee: \$57.00

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
11802 RIDGE PARKWAY, SUITE 100
BROOMFIELD, CO 80021

Prepared by: JULIE ROMERO BANK OF AMERICA 11802 RIDGE PARKWAY, SUITE 100 BROOMFIELD, CO 80021 465685-7777

GRANTOR(S): TIMMOTHY J AHEARN AND DARLA L AHEARN

GRANTEE: BANK OF AMERICA

11802 RIDGE PARKWAY STE 100

BROOMFIELD, CO 80021

PREV REC INFO: 3/16/2007 INST 2007-004593

APN R3809-029BC-07201-000

ORGN MTG \$ 241,380.00 NEW MTG\$ 250,998.91 NEW MONEY \$ 9,618.91

Recording Requested by

WHEN RECORDED MAIL TO:

ATTN – HOME RETENTION RECORDING Bank of America, N.A. 11802 Ridge Parkway, Suite 100 Broomfield, CO 80021

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 June 11, 2013 between TIMMOTHY J AHEARN and DARLA L AHEARN (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 14th of March, 2007 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 1693 SISKIYOU STREET, KLAMATH FALLS, OR 97601.

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 two hundred fifty thousand nine hundred ninety-eight and 91/100, (U.S. Dollars) (\$250,998.91). This debt is evidenced 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 September 1, 2038. 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 WDGGovLnModAgree

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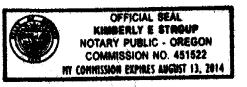
ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of OLGON, County of Immath On this day of July appeared TIMMOTHY J AHEARN AHEARN AHEARN AND DARLA L AHEARN 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 _____ executed the same.

Witness my hand and official seal.

Notary Public Commission Expiration Date

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



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| THIS SECTION IS FO | OR INTERNAL Bank of Am | nerica, N.A. USE ONLY | | | | | |
|---|--|---------------------------|--|--|--|--|--|
| By: Name: LAURA | Services, LLC, its attorney | | | | | | |
| [Space belo | w this line for Acknowledg | gement] | | | | | |
| STATE OF COLORADO COUNTY OF BROOMFIELD | | | | | | | |
| On <u>7-19-13</u> before me, | SUE CADE | Notary Public, personally | | | | | |
| appearedLA | URA DUNNELL | | | | | | |
| 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 officia | l seal. | | | | | | |
| Jue Cade | Notary Signature | | | | | | |
| SUE CADE | Notary Public Printed Name Place Seal Here | | | | | | |
| FEB 18, 2014 | Notary Public Commission | on Expiration Date | | | | | |
| | | SUE CADE | | | | | |

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WDGGovLnModAgree

Exhibit A

Legal Description

A tract of land being a portion of Lots 6 and 7, Block 61 of BUENA VISTA ADDITION, situated in the SW1/4 NW1/4 of Section 29, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the East line of said Lot 6, from which the Northeast corner of Lot 4, Block 61 bears North 00° 48' 00" West 145.13 feet; thence South 00° 48' 00" East, along the East line of said Lots 6 and 7, 129.30 feet to a point on the Northeasterly right of way line of the U.S.B.R. "A" Canal tunnel right of way; thence North 51° 22' 03" West, along the said tunnel right of way line, 157.71 feet to a point on the adjusted line; thence, along the said adjusted line, South 89° 30' 01" East 46.07 feet, North 00° 29' 59" East 30.19 feet and North 89° 12' 00" East 75.06 feet to the point of beginning.