

2013-010032

Klamath County, Oregon



00141745201300100320130139

09/03/2013 09:43:31 AM

Fee: \$97.00

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
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021

Prepared by: LYNDEI WILKINS
BANK OF AMERICA, N.A.
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
482080-8888

GRANTOR(S): DAVID J KASIK AND FRANCES KASIK
GRANTEE: BANK OF AMERICA, N.A.

Prev. Rec. Info: 6/29/2009 INST# 2009-008905

APN: R190705, R772934

ORIGIN MTG:	\$ 175,518.00
NEW MTG:	\$ 135,776.53
NEW MONEY:	\$ 0.00

Investor Loan # 22692795

When Recorded Return To:

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

Recording Requested By:

Bank of America, N.A.

Document No.: 0652226927957105A

_____ Space Above for Recorder's Use _____

LOAN MODIFICATION AGREEMENT
(FHA Insured) (FHA-HAMP with Partial Claim)

Borrower ("I"): David J Kasik and Frances Kasik

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

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): June 19, 2009

FHA Loan Number: 4314755906703

Property Address ("Property"): 4425 Buckskin Way, CHILOQUIN, OR 97624

See attached Exhibit "A" for Legal Description

Recording information: Mortgage dated _____, in principal sum of _____, and recorded in _____ (County and State or Other Jurisdiction) on _____, in Liber/Book _____, Page(s) _____, Instrument Number _____.



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

If my representations in Section 1 are still 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." If there is more than one borrower or mortgagor executing this document, each is referred to as "I," "my" includes "our," and the singular includes the plural and vice versa. 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 caused by a verifiable loss of income or increase in living expenses. 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, and plan to continue to live in, the Property as my principal residence. The Property has not been condemned and has no material adverse physical condition(s). The Property has no more than four units.
- C. I am not a borrower on any other FHA-insured mortgage.
- D. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.
- E. Under penalty of perjury, I provided Lender with full and complete information that, when provided, accurately stated my income, expenses, and assets. To the extent requested by Lender, I provided documents that supported that information. However, I was 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") or for another loss mitigation option.
- F. I have made the trial period plan payments required under the Program.
- G. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.



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 loan (also called a Partial Claim Note and Security Instrument). I have reviewed and approved the terms of such subordinate loan.
- B. Lender has no obligation to make any modification of the Loan Documents if I any of the requirements under this Agreement has not been met.
- C. 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) Lender will have all of the rights and remedies provided by the Loan Documents.
- D. The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.

3. The Modification. I understand, acknowledge, and agree:

- A. If all of my representations in Section 1 above continue to be true and correct and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on August 1, 2013 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.
- B. The new Maturity Date will be: July 1, 2043
- C. The new principal balance of my Note will be \$135,776.53 (the "New Principal Balance").
- D. I promise to pay the New Principal Balance, plus interest, to the order of Lender.
- E. The annual interest rate on the New Principal Balance will be 4.000%, beginning August 1, 2013, 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.



- F. On August 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 \$846.34 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$648.22, plus the current required escrow payment of \$198.12. 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.
- G. 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. I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk (or other recordation office) to allow for recording if and when Lender seeks recordation.
- C. 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) Lender waived this requirement in writing.
- D. 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.



- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect and 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.
- F. The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- 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. I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement or in the FHA's required subordinate mortgage loan, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program, 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 may not be eligible for 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 counseling agency.



- 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 to Lender within ten days after I receive Lender's written request for such Replacement Documents.



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

SIGNED AND ACCEPTED THIS _____ DAY OF _____

Borrower:

David J. Kasik
David J Kasik

Frances Kasik
Frances Kasik

ALL SIGNATURES MUST BE ACKNOWLEDGED

STATE OF Oregon

COUNTY OF Klamath

On August 19, 2013, before me, Connie Jo Dusan, Notary
Public, personally

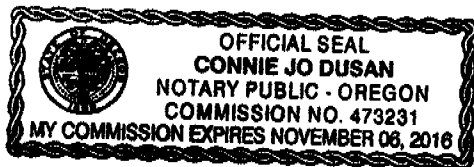
appeared David J Kasik and Frances Kasik, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and 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.

Connie Jo Dusan
Notary Signature

November 6, 2016
Commission Expiration Date

CONNIE JO DUSAN
Printed Name Place Seal Here



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: **AUG 21 2013**

Name: **Stephanie Casillas**
Title: **ASSISTANT SECRETARY**

STATE OF Colorado
COUNTY OF Brownfield

On 8/21/13, before me, Andre O. Bandelier, Notary
Public, personally

appeared Stephanie Casillas, 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

Andre O. Bandelier

Printed Name Place Seal Here

FEB 13 2017

Commission Expiration Date

ANDRE O BANDELIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134000600
COMMISSION EXPIRES FEB. 13, 2017



EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A parcel of land situated in Section 14, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin from which the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 14 bears the following two bearings and distances: South 89° 35' 57" West, 2208.05 feet, North 00° 10' 16" East, 1201.15 feet; thence from said point of beginning South 89° 16' 54" East 1129.61 feet to a point on the East line of the S 1/2 SE 1/4 NE 1/4 of said Section 14; thence South 01° 53' 14" East along the East line of the said W 1/2 SE 1/4 NE 1/4 103.45 feet to the Northeast corner of the NW 1/4 NE 1/4 SE 1/4 of said Section 14; thence South 01° 44' 46" West along the East line of the said NW 1/4 NE 1/4 SE 1/4 of Section 14, 608.11 feet to a point on the Northerly right of way line of the Southern Pacific Railroad; thence Southwesterly along the Northerly right of way line of said Southern Pacific Railroad and along the arc of a 1665.76 feet radius curve to the left (D=04° 42' 04", LC=South 65° 17' 04" West 136.64 feet) 136.68 feet to a point on the South line of the said NW 1/4 NE 1/4 SE 1/4 of Section 14; thence South 89° 35' 57" West along the South line of the said NW 1/4 NE 1/4 SE 1/4 and the South line of the N 1/2 NW 1/4 SE 1/4 of said Section 14, 990.30 feet to a 5/8" iron pin; thence North 789.45 feet to the point of beginning, Klamath County, Oregon.

TOGETHER WITH EXHIBITS A, B, C, D, E, F, G, H AND I:

EXHIBIT A:

An easement 60 feet in width measured at right angles, for purposes of ingress and egress of which the centerline is more particularly described as follows:

Beginning at a point on the South line of the NW 1/4 NW 1/4 of Section 14 and the centerline of an existing road, from which the Southeast corner of the NW 1/4 NW 1/4 of said Section 14 bears South 89° 59' 40" East 626.00 feet; thence from said point of beginning Northeasterly along the centerline of an existing road, the following six bearings and distances: North 18° 16' 56" East 31.94 feet; North 26° 36' 26" East 66.98 feet; North 45° 16' 11" East 133.72 feet; North 52° 35' 15" East 257.59 feet; North 38° 56' 57" East 65.21 feet; South 89° 54' 02" East 246.55 feet to a point on the West line of the NE 1/4 NW 1/4 of said Section 14, from which the Southeast corner of the NW 1/4 NW 1/4 of said Section 14 bears South 00° 10' 16" West 391.19 feet.

EXHIBIT F:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles and adjacent to the following described line:

EXHIBIT I:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet; North 89° 54' 02" West 1300.46 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.64 feet to a point on the South line of the N 1/2 NW 1/4 SE 1/4 of said Section 14.

**CODE 149 & 150 MAP 3407-01400 TL 02400 KEY #190705
CODE 150 & 149 MAP 3407-01400 TL 02400 KEY #772834**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

Beginning at a point, from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 2372.18 feet to a point on the South line of the N 1/2 NE 1/4 SW 1/4 of said Section 14.

EXHIBIT G:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning; South 2372.18 feet to a point on the South line of the N 1/2 NE 1/4 SE 1/4 of said Section 14.

EXHIBIT H:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet; North 89° 54' 02" West 1300.446 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.64 feet to a point on the South line of the N 1/2 NW 1/4 SE 1/4 of said Section 14.

An easement for purposes of ingress and egress lying 30 feet Southerly measured at right angles and adjacent to the following described line:

Beginning at a point on the West line of the NE 1/4 NW 1/4 of Section 14, from which the Southwest corner of the NE 1/4 NW 1/4 of said Section 14 bears South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 1097.61 feet to a point.

EXHIBIT D:

An easement for purposes of ingress and egress lying 30 feet Southerly measured at right angles, and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 202.85 feet; thence South 89° 54' 30" East 902.78 feet to a point.

EXHIBIT E:

An easement for purposes of ingress and egress lying 30 feet Southerly, measured at right angles and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet; North 89° 54' 02" West 1300.46 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 30" East 1077.27 feet to a point on the East line of the S 1/2 NE 1/4 NE 1/4 of said Section 14.