

2014-000939

Klamath County, Oregon

02/03/2014 12:33:04 PM

Fee: \$77.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

LOAN MODIFICATION AGREEMENT

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

DAVID M. FLEMING - JONES

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

WELLS FARGO BANK, N.A.

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) - Amount in dollars or other

\$ 17,776.90 ☐ Other

5) SEND TAX STATEMENTS TO:

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

7) The amount of the monetary
obligation imposed by the order
or warrant. ORS 205.125(1)(c)


\$

8) If this instrument is being Re-Recorded, complete the following statement, in

accordance with ORS 205.244: "RERECORDED TO CORRECT

PREVIOUSLY RECORDED IN
BOOK AND PAGE, OR AS FEE NUMBER."

This Document Prepared By:
KATHLEEN DARUS
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

~~When recorded mail to: #8356448~~
First American Title 
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: FLEMING JONES - PR DOCS

Send Tax Statements To:

Tax/Parcel No. R497153

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$304,000.00	Fannie Mae Loan No.:
Unpaid Principal Amount: \$296,517.27	Loan No: (scan barcode)
New Principal Amount \$314,294.17	
New Money (Cap): \$17,776.90	

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **11TH** day of **OCTOBER, 2013**, between **DAVID M FLEMING-JONES** ("Borrower") whose address is **5705 BLUE MOUNTAIN DRIVE, KLAMATH FALLS, OREGON 97601** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MAY 20, 2008** and recorded on **MAY 27, 2008** in **INSTRUMENT NO. 2008-007651**, of the **OFFICIAL** Records of **KLAMATH COUNTY, OREGON**, 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 the "Property", located at

5705 BLUE MOUNTAIN DRIVE, KLAMATH FALLS, OREGON 97601
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **OCTOBER 1, 2013**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$314,294.17**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$94,288.25** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$220,005.92**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.0000%** from **OCTOBER 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$919.49** beginning on the 1ST day of **NOVEMBER, 2013**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.. The new Maturity Date will be **OCTOBER 1, 2053**.

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-480	4.0000%	10/01/2013	\$919.49	\$271.20 Adjusts annually after year 1	\$1,190.69 Adjusts annually	11/01/2013	480

If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

1. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

2. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments

of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

3. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By Alethea Ladd
Alethea Ladd (print name)
Vice President Loan Documentation (title)

11/11/13
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

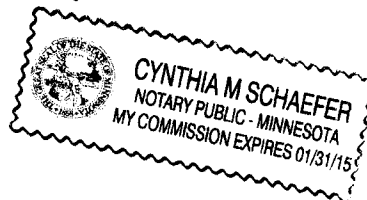
STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 11-11-2013 by
Alethea Ladd,
the

Vice President Loan Documentation of **WELLS FARGO BANK, N.A.**,
a Vice President Loan Documentation, on behalf of said corporation.

Cynthia M Schaefer
Notary Public



Printed Name: Cynthia M Schaefer
My commission expires: Jan 31 2015

THIS DOCUMENT WAS PREPARED BY:
KATHLEEN DARUS
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

In Witness Whereof, I have executed this Agreement.

David M Fleming-Jones
Borrower: **DAVID M FLEMING-JONES**

10/17/13
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

This instrument was acknowledged before me on OCT 17 2013 by **DAVID M FLEMING-JONES** (name(s) of person(s)).

Rhonda J Young
Notary Public

Print Name: Rhonda J. Young

My commission expires: 2-6-15

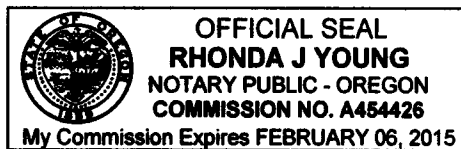


EXHIBIT A




BORROWER(S): DAVID M FLEMING-JONES

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 3, BLOCK 1, TRACT NO. 1002, LA WANDA HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. EXCEPT: RESERVATIONS AND RESTRICTIONS OF RECORD, RIGHTS OF WAY, AND EASEMENTS OF RECORD AND THOSE APPARENT UPON THE LAND, CONTRACTS AND/OR LIENS FOR IRRIGATION AND/OR DRAINAGE.

ALSO KNOWN AS: 5705 BLUE MOUNTAIN DRIVE, KLAMATH FALLS, OREGON 97601

 **FLEMING JONES**
48150217
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
 **OR**


Date: OCTOBER 11, 2013
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.

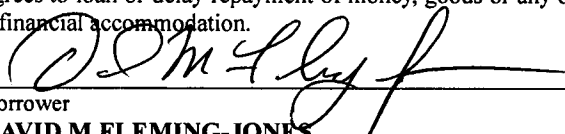
Borrower: DAVID M FLEMING-JONES

Property Address: 5705 BLUE MOUNTAIN DRIVE, KLAMATH FALLS, OREGON 97601

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower
DAVID M FLEMING-JONES

10/17/13
Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date