

Recording Requested by
Bank of America, N.A.

2014-001956

Klamath County, Oregon

03/07/2014 01:42:46 PM

Fee: \$72.00

AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
9000 Southside Blvd. Bldg. 700
Mail Stop: FL9-700-05-34
Jacksonville, FL 32256
Prepared by: **MIAYSHA HUTCHINSON**
DOC. ID#: **71224441672132914**

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST

Parcel ID: R3606002BB02600

This Loan Modification Agreement (the "Agreement"), made this **7th** day of **February**, **2014** between **PATRICK G HAGEN AND JEAN E. HAGEN**, (the "Borrowers") and **BANK OF AMERICA, N.A.**, ("Lender"), amends and supplements that certain **DEED OF TRUST** between, **BANK OF AMERICA, N.A.**, and **PATRICK G HAGEN AND JEAN E. HAGEN**, dated **November 02, 2012** and recorded on **November 13, 2012** as **Instrument Number 2012012595** in the Official Records of the **KLAMATH** County, State of **OREGON** (the "Security Instrument"), and covering the real property specifically described as follows:

See Attached Exhibit A

This property is more commonly known as:

28409 NU K SHAM
KLAMATH FALLS, OR 97601

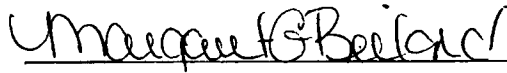
In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO ADD THE SECOND HOME RIDER TO THE TO THE RECORDED DEED OF TRUST.**

The Borrowers 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 Borrowers and **BANK OF AMERICA, N.A.** shall be bound by, and 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 have the same meanings as set forth in the Security Instrument.

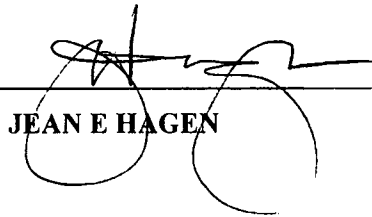
Bank of America, N.A.

A handwritten signature in cursive script, appearing to read "Margaret G. Reiland", written above a horizontal line.

By: Margaret G. Reiland
Its: Assistant Vice President

A handwritten signature in cursive script, appearing to read "Patrick G. Hagen", written above a horizontal line.

PATRICK G HAGEN

A handwritten signature in cursive script, appearing to read "Jean E. Hagen", written above a horizontal line.

JEAN E HAGEN

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Virginia

)
) SS.
)

COUNTY OF Loudoun

On this 22 Day of February 2014, BEFORE ME,

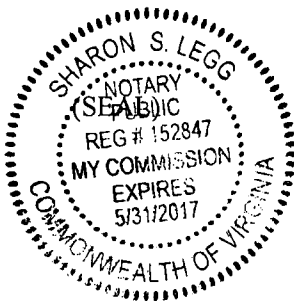
Sharon Legg, (Notary Public)

personally appeared, **PATRICK G HAGEN, JEAN E HAGEN**, 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 foregoing 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Sharon Legg
Notary Public

Commission Expires: May 31, 2017

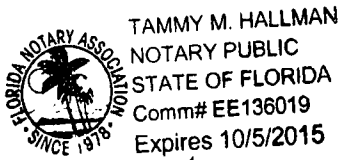


State of Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3 day of March, 2014, by Margaret G. Reiland (name of Signer) as Assistant Vice President (type of authority, e.g. officer, trustee, attorney-in-fact) for **Bank of America, N.A.** (Name of party on behalf of whom instrument was executed).

(Notary Seal)



Tammy M. Hallman
(Signature of Notary Public - State of Florida)

Tammy M. Hallman
(Name of Notary Typed, Printed, or Stamped)

Personally Known ✓ OR

Produced Identification _____ Type of identification produced: _____

Order Number: 15014887

Exhibit A

Legal Description:

Lot 10 in Block 5 of ARROWHEAD VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SECOND HOME RIDER

After Recording Return To:

JANE DOCMAN

ReconTrust Co./TX2-979-01-07

P.O. Box 619003

Dallas, TX 75261-9003

PARCEL ID #:

000R308090

Prepared By:

ERIC M. FIEN

00024441672111012

[Doc ID #]

THIS SECOND HOME RIDER is made this SECOND day of NOVEMBER, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

28409 NU K SHAM, KLAMATH FALLS, OR 97601-8602

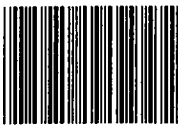
[Property Address]

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT

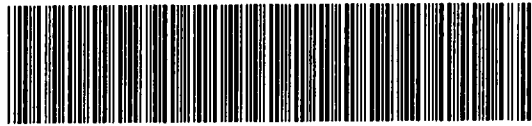
Form 3890 1/01

CONV/VA Second Home Rider
1365R-XX (09/08)(d/i)

Page 1 of 2



* 2 3 9 9 1 *



* 2 4 4 4 1 6 7 2 1 0 0 0 0 1 3 6 5 R *

DOC ID #: 00024441672111012


In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

 (Seal)
PATRICK G. HAGEN - Borrower

 (Seal)
JEAN E. HAGEN - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT

Form 3890 1/01