

2014-003161

Klamath County, Oregon

04/10/2014 10:43:26 AM

Fee: \$87.00

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: DEBRA ALPS
BANK OF AMERICA, N.A.
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
622386-8888**

**GRANTOR(S): JONATHAN R GATES
4329 BARTLETT AVE, KLAMATH FALLS,
OR 97603**

GRANTEE: Bank of America, N.A.

Prev. Rec. Info: 7/24/2008 INST# 2008-010569

APN: R873608 & R873608

ORIGINAL MTG: \$ 147,584.00

NEW MTG: \$ 131,471.75

NEW MONEY: \$ 0.00

Investor Loan # 200524514

When Recorded Return To:

Bank of America, N.A.
11802 Ridge Parkway, Ste 100 HRM
Broomfield, CO 80021

Recording Requested By:

Bank of America, N.A.

Document No.: 06521852638007105A

Space Above for Recorder's Use

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



1 0 0 0 0 3 9 3 3

Borrower ("I"): JONATHAN R GATES

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

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): July 23, 2008

FHA Loan Number: 7528431446027570397603

Property Address ("Property"): 4329 Bartlett Ave, Klamath Falls, OR 97603



See attached Exhibit "A" for Legal Description

Recording Information: Mortgage dated 7/24/2008, in principal sum of \$131,471.75, and recorded in Volamath County OR (County and State or Other Jurisdiction) on 7/24/2008, in Liber/Book N/A, Page(s) N/A, Instrument Number 2008-010509.

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 am not in compliance with 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 April 1, 2014 (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: March 1, 2044



- C. The new principal balance of my Note will be \$131,471.75 (the "New Principal Balance"). In servicing your loan, the Bank may have incurred third-party fees or charges that were not invoiced before we calculated the terms of this Agreement. If so, these fees and charges will appear on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. You may pay these fees and charges at any time. If not previously paid, you must pay these fees and charges at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date you pay the entire New Principal Balance, or (3) the Maturity Date.
- 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 4.125%, beginning April 1, 2014, both before and after any new default. This fixed interest rate will remain in effect until the principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
- F. On April 1, 2014 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 \$863.07 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$637.18, plus the current required escrow payment of \$225.89. 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, the Lender and I have executed this Agreement.
(Signatures must be signed exactly as printed, original signature required, no photocopies accepted)

Jonathan R Gates
Jonathan R Gates
(Must Be Signed Exactly As Printed)

3-20-2014
Date

_____[Space below this line for Acknowledgement]_____
STATE OF Oregon
COUNTY OF Klamath

On the 20th day of March in the year 2014 before me, Deborah Torrie
Notary Public, personally appeared Jonathan R Gates, 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.

Deborah Torrie Notary Signature
Deborah Torrie Notary Public Printed Name Please Seal Here
August 20th 2017 Notary Public Commission Expiration Date



DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL USE ONLY

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:

MAR 25 2014

Name: CRYSTAL MUAS

Title : ASSISTANT SECRETARY

[Space below this line for Acknowledgement]

STATE OF COLORADO

COUNTY OF BROOMFIELD

MAR 25 2014

On CRYSTAL MUAS before Me, SHERRY LYNN BROWN 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(s), or entity upon
behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Notary Signature

SHERRY LYNN BROWN

Notary Public Printed Name Please Seal Here

DECEMBER 27, 2015

Notary Public Commission Expiration Date

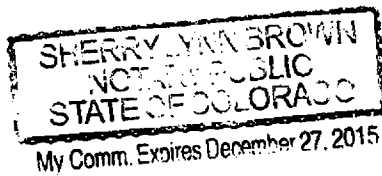


EXHIBIT A

LEGAL DESCRIPTION

Real property in the County of Klamath, State of Oregon, described as follows:

A parcel of land being a portion of Lot 9 of Villa St. Clair Subdivision, situated in the NW1/4 NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of said Lot 9, from which the Southeast corner of said Lot 9 bears North 89°58' East 20.00 feet; thence North 00°13' West, parallel with the East line of said Lot 9, 160.00 feet; thence South 89°58' West 80.00 feet to a point on the West line of said Lot 9; thence South 00°13' East 160.00 feet to the Southwest corner of said Lot 9; thence 89°58' East 80.00 feet to the point of beginning. (Also known as Parcel 1 of Major Partition 38-88)

NOTE: This legal description was created prior to January 1, 2008.

Tax Parcel Number: R873608 and R873608