

2015-002338

Klamath County, Oregon



00166453201500023380070077

03/17/2015 10:26:38 AM

Fee: \$72.00

When recorded mail to:
WELLS FARGO BANK, N.A.
ATTN: LIEN PROCESSING
P.O. BOX 31557
BILLINGS, MT 59107-9900

_____[Space Above This Line for Recording Data]_____

Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: FEBRUARY 9, 2015

Grantor: TIMOTHY A ROHRBACKER AND T LOUISE ROHRBACKER, TENANTS BY THE ENTIRETY

Grantor Mailing Address: 4833 GLENWOOD DRIVE, KLAMATH FALLS, OREGON 97603

Grantee: WELLS FARGO BANK, NA DBA AMERICA'S SERVICING COMPANY

**Grantee Mailing Address: 1 HOME CAMPUS
DES MOINES, IA 50328**

Legal Description:

LOT 20 IN BLOCK 7 OF TRACT NO. 1035, GATEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Reference Instrument: Book: M04 Page: 44800



This Document Prepared By:
KRISTINE M YOUNG
WELLS FARGO BANK, N.A.
MAC # X2303-01N
1 HOME CAMPUS
DES MOINES, IA 50328

When Recorded Mail To:
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ATTN: LIEN PROCESSING
P.O. BOX 31557
BILLINGS, MT 59107-9900

Send Tax Statements To:

Tax/Parcel No. R569717

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Original Principal Amount: \$25,200.00

Investor Loan No.:

Unpaid Principal Amount: \$24,889.29

Loan No: **0001**

New Principal Amount \$24,889.29

New Money (Cap): \$0.00

MODIFICATION AGREEMENT (DEED OF TRUST)

This Modification Agreement ("Agreement"), made this **9TH** day of **FEBRUARY, 2015**, between **TIMOTHY A ROHRBACKER AND T LOUISE ROHRBACKER, TENANTS BY THE ENTIRETY** ("Borrower"), whose address is **4833 GLENWOOD DRIVE, KLAMATH FALLS, OREGON 97603**, and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **1 HOME CAMPUS, DES MOINES, IA 50328**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JULY 1, 2004** and recorded on **JULY 8, 2004** in **BOOK M04 PAGE 44800**, 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

WHE Custom PSR Master 01152015_320

First American Mortgage Services

Page 2

heq-mt

*****0001

4833 GLENWOOD DRIVE, KLAMATH FALLS, OREGON 97603

(Property Address)

the real property described being set forth as follows:

LOT 20 IN BLOCK 7 OF TRACT NO. 1035, GATEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

1. RECITALS

- a. In this Modification Agreement ("Agreement"), the words "I," "me," and "my" refer to each borrower who signs this Agreement. The words "You," "Your," and "Bank" refer to Wells Fargo Bank, N.A.
- b. This Agreement modifies my line of credit dated **JULY 1, 2004** in the original principal amount of **\$25,200.00**, made payable to Bank or its predecessor-in-interest (the "Note"). The Note is secured by a mortgage or deed of trust or other security document (the "Security Instrument") dated the same date as the Note, secured by my property above (the "Property"). The Security Instrument is also changed to the extent necessary to reflect the changes in this Agreement. Finally, this Agreement amends and supersedes the terms of any modification, forbearance and/or trial period plan or workout plan previously entered into, if any, on this Account.
- c. The "Effective Date" of this Agreement shall be the date that this Agreement, signed by all Borrowers, is received by the Bank. I understand that if the executed Agreement is not received by the Bank within fifteen (15) days of the Date of this Agreement shown above, this Agreement shall be void, and none of its provisions shall apply.

2. CURRENT TERMS

The current terms of my Note, as of the date of this Agreement shown above, are:

Account Ending in ****0001

- Outstanding Principal Balance **\$24,889.29**
- Monthly payment **\$0.00** variable
 - Payment consists of **INTEREST ONLY**
- Interest rate: variable currently **0.0000%** per year with a ceiling of **18.000%**
- Monthly Due Date **The 1ST day of each month**
- Maturity Date: **JULY 15, 2014**

3. MODIFIED TERMS

- a. I have requested, and the Bank has agreed, to modify my Note as described in this Agreement.
- b. I agree that I will comply with and be bound by all covenants, agreements, and requirements of my original Account documents, except to the extent that such documents are modified by the Agreement. I certify that the Account documents are composed of duly valid, binding agreements, enforceable in accordance with their terms. I understand that nothing in the Agreement shall be understood or

constructed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents as modified by this Agreement. If my Account is currently in foreclosure, the Bank agrees to suspend or cancel the foreclosure action, so long as the terms and conditions of this Agreement are met.

- c. I agree that each of the balances of my Note set forth above (if more than one is shown) shall be consolidated into one modified account, and the new modified terms of my Note as set forth below in this Agreement shall apply to the entire consolidated balance of my Note.
- d. The new terms of my Note pursuant to this Agreement are as follows:
 - New Principal Balance: **\$24,889.29**
 - Maturity Date (the "New Maturity Date"): **JANUARY 1, 2030**
 - Interest rate, monthly payment and monthly due dates are outlined below
- e. My first payment under the new terms above will be due on **MARCH 1, 2015**.
- f. I understand that my interest rate will follow the rate schedule outlined below, and shall step up on the dates and to the rates outlined in the schedule.
- g. My modified interest rate and payment schedule is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-12	3.9700%	02/09/2015	\$184.48	03/01/2015	12
13-24	4.9700%	02/02/2016	\$196.20	03/01/2016	12
25-179	5.9700%	02/02/2017	\$207.72	03/01/2017	155

- h. I understand that the Monthly Payment consists only of principal and interest. The final payment will be the amount needed to repay the outstanding balance under the new terms shown above in full, including any Deferred Principal Amount portion of the outstanding balance. This assumes that all payments will be made on their due dates. If my payments are not consistently made when due, my new monthly Payment may not fully repay the amount owed over the term of the Note and my final payment may be higher
- i. The Bank has agreed to waive unpaid interest accrued to the Date of this Agreement, and any late charges accrued to the Date of this Agreement that I may owe other than principal. The Bank also waives any penalty for fulfill or partial prepayment of the Account, if present in the original Note
- j. Currently I have a past due amount on my Account. The Bank and I agree that if the terms of this Agreement are followed, my Account will not be considered past due from the date of this Agreement on a go-forward basis

4. INTEREST RATE DISCOUNTS REPLACED

The reduced interest rate replaces any discounts, including for automatic payments and rate buy-downs, I may previously have received, whether or not that discount is specified in this section.

5. SALE OF PROPERTY

Upon sale, transfer, hypothecation, assignment, or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein, then at its sole option, the Bank may, by written notice declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration is prohibited by law

6. BORROWER CERTIFICATION

I attest, under penalty of perjury, all documents and information that I provided to the Bank are true and correct. I agree to execute any documents, including corrected documents and replacements for lost documents, necessary to consummate the transactions contemplated in the Agreement, within fifteen (15) days of the Bank's request.

7. TERMINATION OF FUTURE ADVANCES

If my account is a line of credit, Bank and I have previously agreed that I no longer have any draw privileges on the Account. This was a permanent change and not contingent on this modification.

8. HOME ASSET MANAGEMENT ACCOUNT ("HAMA Accounts")

I agree that if the Account evidenced by my Note is a HAMA account, I consent to the permanent termination of the following features of my Account

- Increases and/or reviews of the credit line based upon increases in the property value.
- Increases and/or reviews of the credit line based upon the amount of principal paid on my first mortgage.

9. OPTIONAL PAYMENT PROTECTION CANCELLATION

If I purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, I have requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.

10. TITLE INSURANCE

I agree that this Agreement will be null and void if you are unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination agreement(s).

11. NOTICE TO CONSUMER

This is a Consumer Credit Transaction. I understand that:

- I should not sign this Agreement before I read the entire document, even if otherwise advised.
- I should not sign this Agreement if it contains any blank spaces.
- I am entitled to an exact copy of this Agreement and any other agreements I sign.
- If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.

I received and read a completed copy of this Agreement before I signed it. I agree to all its terms. ALL BORROWERS MUST SIGN THIS AGREEMENT AND RETURN ALL PAGES OF THIS DOCUMENT IN ORDER FOR IT TO BE EFFECTIVE

Timothy A Rohrbacker
Borrower: **TIMOTHY A ROHRBACKER**

2-16-15
Date

T Louise Rohrbacker
Borrower: **T LOUISE ROHRBACKER**

2-16-15
Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

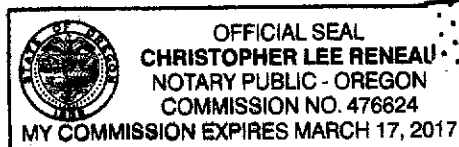
STATE OF Oregon
COUNTY OF Klamath

This instrument was acknowledged before me on 2/16/2015 by
TIMOTHY A ROHRBACKER, T LOUISE ROHRBACKER (name(s) of person(s)).

Christopher Reneau
Notary Public

Print Name: Christopher Reneau

My commission expires: March 17, 2017



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA DBA AMERICA'S SERVICING COMPANY

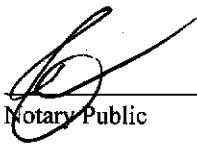
By: (print name) Dhara P. Parekh (sign) D.P. Parekh Date 2/24/15
(title) Vice President Loan Documentation
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

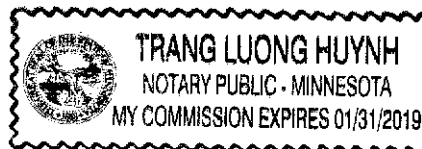
STATE OF MN COUNTY OF Dakota

The instrument was acknowledged before me this 2/24/15 by
Dhara P. Parekh the

Vice President Loan Documentation of WELLS FARGO BANK, NA DBA AMERICA'S
SERVICING COMPANY, a Vice President Loan Documentation, on behalf of said company.


Notary Public
Trang Luong Huynh

Printed Name: _____
My commission expires: 01/31/2019



THIS DOCUMENT WAS PREPARED BY:
KRISTINE M YOUNG
WELLS FARGO BANK, N.A.
MAC # X2303-01N
1 HOME CAMPUS
DES MOINES, IA 50328