

2016-012793

Klamath County, Oregon

12/02/2016 08:37:01 AM

Fee: \$72.00

Recording Requested by
BANK OF AMERICA, N.A.

AND WHEN RECORDED MAIL TO:

BANK OF AMERICA, N.A.
9000 Southside Blvd.
FL9-600-02-04
Jacksonville, FL 32256
Prepared By: **LATRINA LESTER**

Doc ID #: 99924441672162625
000R3080900

Space Above for Recorder's Use

MODIFICATION TO DEED OF TRUST

This **Modification to Deed of Trust** ("Modification"), is made this **14th** day of **OCTOBER, 2016** between **Bank of America, N.A.** ("Beneficiary") and **PATRICK G HAGEN, AND JEAN E HAGEN, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY** (the "Borrower(s)") (collectively referred to herein as the "Parties").

RECITALS

This Modification is made with reference to the following facts:

- A. The Borrower(s) made and executed a Deed of Trust in favor of **RECON TRUST N.A.** as trustee and **Bank of America, N.A.** as beneficiary of record dated **11/02/2012**, and recorded on **11/13/2012**, as Document No./Instrument No. **2012012595**, Book **N/A**, Page No. **N/A** of the Official Records in the Office of the County Recorder of **KLAMATH** County, State of **OREGON** ("Deed of Trust"), legally describing the following real property, commonly known as **28409 NU K SHAM KLAMATH FALLS, OREGON 97601**:

See Exhibit "A" attached hereto and made a part hereof.

- B. The purpose of this Modification is to **ADD THE SECOND HOME RIDER TO THE DEED OF TRUST**

TERMS OF MODIFICATION

1. For value received, the Parties hereby modify the Deed of Trust as follows:
TO ADD THE SECOND HOME RIDER TO THE DEED OF TRUST

2. The terms of the Deed of Trust, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the Deed of Trust, the provisions of this Modification shall control. The Deed of Trust, herein modified, when signed by all Parties, shall constitute one Deed of Trust.

3. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the Parties.

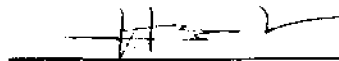
4. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all Parties have duly executed this document.

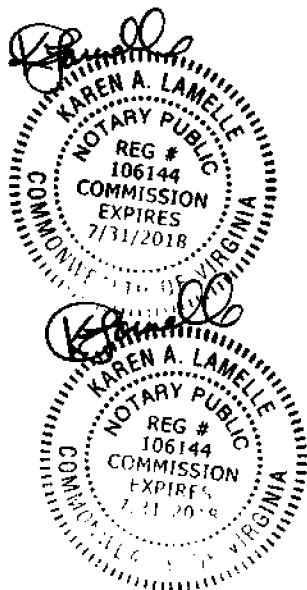
IN WITNESS WHEREOF, the Parties have executed this Modification the day and year first above written.

Bank of America, N.A.


Margaret G. Reiland, Assistant Vice President


PATRICK G HAGEN


JEAN E HAGEN



STATE OF FLORIDA)
) ss.
COUNTY OF DUVAL)

(NOTARY SEAL)

 Tammy M. Hallmen
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF900154
Expires 10/5/2019

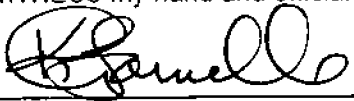
Personally Known X OR
Produced Identification Type of Identification Produced

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF VIRGINIA)
CITY)
COUNTY OF ALEXANDRIA) ss.

On this ^{11th} ~~11th~~ day of NOVEMBER, 2016, before me,
KAL, Notary Public, personally
appeared PATRICK G HAGEN AND 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.


Notary Public printed name: KAREN A. LAMELLE
Commission Expires: 7/31/2018

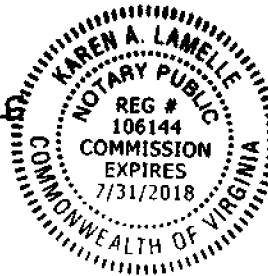


Exhibit A

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

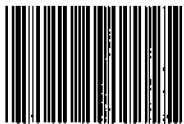
[Property Address]

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)

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* 2 3 9 9 1 *



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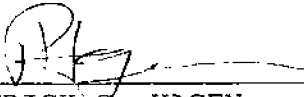
DOC ID #: 00024441672111012

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:

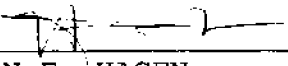
6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any 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.



PATRICK G. HAGEN (Seal)
- Borrower



JEAN E. HAGEN (Seal)
- Borrower



(Seal)
- Borrower

(Seal)
- Borrower

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)

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