

MT-1396-1728

LINE OF CREDIT MORTGAGE

MODIFICATION OF DEED OF TRUST AND ADVANCELINE
VARIABLE RATE LINE OF CREDIT AGREEMENTDATED June 8, 1989BETWEEN: First Interstate Bank of Oregon, N.A. ("Bank") whose address is
601 Main St., Klamath Falls, OR 97601AND: Roderick C. Wendt and Carol M. Wendt
2120 Farimount, Klamath Falls, OR 97601 ("Borrower") whose address is

RECITALS:

Borrower and Bank are parties to a April 29, 1988 AdvanceLine Variable Rate Line of Credit Agreement ("Agreement").Indebtedness owing by Borrower to Bank pursuant to the Agreement is secured by a April 29, 1988 Trust Deed ("Trust Deed") executed by Borrower as Grantor in favor of Bank as Beneficiary and conveying to the Trustee named therein the following described real property in Klamath County, Oregon: Lots 1, 2, 3, 4, 5 and 6 in Block 17 of IRVINGTON HEIGHTS ADDITION to the City of Klamath Falls, according to the official plat thereon file in the office of the County Clerk of Klamath County, Oregon.The Trust Deed was recorded May 4, 1988 in Klamath County, Oregon Mortgage Records as Page 7074 of Reel/Book (strike one) M88.The credit limit under Agreement is \$ 100,000.00 and Borrower has asked Bank to increase it to \$ 350,000.00.

Bank is agreeable to the increase provided:

(i) the Trust Deed secures the increased credit limit; and

(ii) If the corresponding Annual Percentage Rate provided in the Agreement is not the corresponding Annual Percentage Rate currently applicable to Borrower's type of account, the corresponding Annual Percentage Rate provided in the Agreement is changed to the current corresponding Annual Percentage Rate.

AGREEMENT:

1. Agreement is amended to provide for a \$ 350,000.00 credit limit.
2. Trust Deed is amended by increasing to \$ 350,000.00 the principal amount of indebtedness incurred pursuant to the Agreement that Trust Deed secures.
3. If the Trust Deed does not already have the words "LINE OF CREDIT MORTGAGE" at the top, the Trust Deed is amended by adding "LINE OF CREDIT MORTGAGE" at the top.
4. ☐ The Agreement is amended to provide that your corresponding Annual Percentage Rate for each day of any billing cycle is % above the Bank's Prime Rate which was in effect on the first day of the preceding calendar month.
- ☒ Your corresponding Annual Percentage Rate is as provided in the Agreement.
5. Borrower will be paying upon signing this modification the following fees:
 - i. Title insurance premium \$ N/A
 - ii. Modification recording fees \$ 8.00
 - iii. Appraisal fee \$ N/A
6. Except as herein modified in the manner and on the terms and conditions hereinabove stated, the Agreement and Trust Deed shall be and remain in full force and effect, with all the terms and conditions of which Borrower does agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this Agreement.
7. By signing below Borrower is agreeing to this modification and acknowledging that Borrower has received a copy of it.

FIRST INTERSTATE BANK OF OREGON, N.A.

By [Signature]
TITLE: Assistant Manager

BORROWER

BORROWER

State of Oregon)
County of Klamath) ss:19 89, by Craig Klug

of FIRST INTERSTATE BANK OF OREGON, N.A., a national banking association, on behalf of this association.

State of Oregon)
County of Klamath) ss:19 89, by Roderick C. Wendt and Carol M. WendtNOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES: 11-4-89NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES: 11-4-89

LINE OF CREDIT MORTGAGE
MODIFICATION OF DEED OF TRUST AND ADVANCEMENT
VARIABLE RATE LINE OF CREDIT AGREEMENT
DATED June 8, 1989

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

WITNESS my hand and seal of office this _____ day of _____, 1989.

Notary Public for Oregon, My Comm. Expires _____.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 14th day of June A.D., 19 89 at 3:51 o'clock P.M., and duly recorded in Vol. M89 of Mortgages on Page 10621.

FEE \$13.00

Evelyn Biehn, County Clerk
By Pauline Mullins

AGREEMENT
I, _____, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears in the records of the County of Klamath, Oregon, and that the same has been duly recorded in the office of the County Clerk of said County, and that the same is a true and correct copy of the original instrument as the same appears in the records of the County of Klamath, Oregon, and that the same has been duly recorded in the office of the County Clerk of said County.

FIRST INTERSTATE BANK OF OREGON, INC.

By _____
Vice President

Witness my hand and seal of office this _____ day of _____, 1989.

Notary Public for Oregon, My Comm. Expires _____.