

10055

MTC 1396-1947

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**LINE OF CREDIT MORTGAGE
MODIFICATION OF DEED OF TRUST AND ADVANCELINE
VARIABLE RATE LINE OF CREDIT AGREEMENT**

DATED January 9, 19 90

BETWEEN: First Interstate Bank of Oregon, N.A. ("Bank") whose address is
601 Main St., Klamath Falls, OR 97601

AND: Richard E. Oatoski and Emily C. Oatoski ("Borrower") whose address is
6730 Kimberly Ct., Klamath Falls, OR 97603

RECITALS:
Borrower and Bank are parties to a April 27, 19 89 AdvanceLine Variable Rate Line of Credit Agreement ("Agreement").
Indebtedness owing by Borrower to Bank pursuant to the Agreement is secured by a April 27, 19 89 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: Lot 30, Block 3 of second addition to East Hills Estate.

The Trust Deed was recorded June 20, 19 89 in Klamath County, Oregon Mortgage Records as Page 11046 of Reel/Book (strike one) _____.

The credit limit under Agreement is \$ 25,000.00 and Borrower has asked Bank to increase it to \$ 40,000.00.

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 \$ 40,000.00 credit limit.

2. Trust Deed is amended by increasing to \$ 40,000.00 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 \$ _____
- ii. Modification recording fees \$ 18.00
- iii. Appraisal fee \$ _____

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.

MOUNTAIN TITLE COMPANY, has recorded this instrument by _____ and _____ only, and has not _____ and sufficiency or as to its effect upon the title to any real property that may be described therein.

FIRST INTERSTATE BANK OF OREGON, N.A.

By Craig Klug Assistant Manager

BORROWER Richard E. Oatoski

BORROWER Emily C. Oatoski

State of Oregon)

) ss:

County of Klamath

The foregoing instrument was acknowledged before me this 9 day of January 19 90, by Richard E. Oatoski and Emily C. Oatoski of FIRST INTERSTATE BANK OF OREGON, N.A., a national banking association, on behalf of this association.

NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES: 11-4-93

State of Oregon)

) ss:

County of _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 11th day of Jan. A.D., 19 90 at 12:28 o'clock P.M., and duly recorded in Vol. M90 on Page 701 of Mortgages

Evelyn Biehn, County Clerk
By Quinn Mendenhall

FEE \$8.00

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