

32407

MTC 1396-2552

Vol. 91 Page 14578

LINE OF CREDIT MORTGAGE
MODIFICATION OF DEED OF TRUST AND ADVANCELINE
VARIABLE RATE LINE OF CREDIT AGREEMENT
DATED July 23, 1991

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

AND: Harold R. Heaton and Sally P. Heaton ("Borrower") whose address is
1111 Patterson, Klamath Falls, OR 97603

RECITALS:

Borrower and Bank are parties to a November 7, 1988 AdvanceLine Variable Rate Line of Credit Agreement ("Agreement") and Addendum to AdvanceLine Variable Rate Line of Credit Agreement ("Addendum").
Indebtedness owing by Borrower to Bank pursuant to the Agreement is secured by a November 7, 1988 Deed of Trust ("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: Moyina 1st addition lot 2 block 1

The Trust Deed was recorded November 16, 1988 in Klamath County, Oregon Mortgage Records as Page 19344 of Book (strike one) M88

The credit limit under Agreement is \$ 100,000.00 and Borrower has asked Bank to increase it to \$ 150,000.00.

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 \$ 150,000.00 credit limit.
2. Trust Deed is amended by increasing to \$ 150,000.00 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:
Modification Fee FINANCE CHARGE \$ 25.00
Modification recording fees \$ 13.00
6. Except as herein modified in the manner and on the terms and conditions hereinabove stated, the Agreement, Addendum 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 Craig Klug
TITLE Assistant Vice President

Harold R. Heaton
BORROWER
Sally P. Heaton
BORROWER

State of Oregon)
County of Klamath) ss:

The foregoing instrument was acknowledged before me this 23 day of July 1991, by Craig Klug 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)
County of Klamath) ss:

The foregoing instrument was acknowledged before me this 23 day of July 1991, by Harold R. Heaton and Sally P. Heaton

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

ALC-32 3-900

(Use only for modification of ExecutiveLine ALC-6 and ALC-8)

14579

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 25th day
of July A.D., 19 91 at 4:00 o'clock P M., and duly recorded in Vol. M91
of Mortgages on Page 14578.

FEE \$13.00

Evelyn Biehn . County Clerk

By Raula Murrison

Return: MTC