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09-02-94A10:07 RCVD

MTLS 1396-7189

LINE OF CREDIT INSTRUMENT

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MAXIMUM AMOUNT TO BE ADVANCED 20,000<sup>00</sup>MATURITY DATE 6-19-97

MODIFICATION

DATED August 19, 1994

BETWEEN: First Interstate Bank of Oregon, N.A. ("Lender") whose address is \_\_\_\_\_  
 East Bend Branch 844 Third St, Bend, Or 97701

AND: Elizabeth A & Norman E Hatcher ("Borrower") whose address  
 is PO Box 786, Gilchrist, Or 97737

## RECITALS:

Borrower and Lender are parties to a June 15, 1992 AdvanceLine Agreement ("Agreement").

Indebtedness owing by Borrower to Lender pursuant to the Agreement is secured by a June 15, 1992 Deed of Trust ("Trust Deed") executed by Borrower as Grantor in favor of Lender as Beneficiary and conveying to the Trustee named therein the following described real property in Klamath County, Oregon:

Portion of the West 440' of the Southeast (SE) Quarter of the Northeast (NE) Quarter, Section Twenty-Five (25), Township Twenty-Four (24), Range Eight (8) Deed #M8310801

The Trust Deed was recorded: June 17, 1992 in Klamath County, Oregon Mortgage Records as Page 138 of Record 10 (strike one) Vol. M92.

The credit limit under Agreement is \$ 10,000.00 and Borrower has asked Lender to increase it to \$20,000.00.

Lender 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 increased credit limit, 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 \$20,000.00 credit limit.
2. Trust Deed is amended by:
  - (i) Changing the language of (b) of the "LINE OF CREDIT MORTGAGE" paragraph to read: "The maximum amount to be advanced pursuant to this credit agreement is \$ 20,000.00," and
  - (ii) Changing the credit limit amount in the "Credit Agreement" paragraph to \$ 20,000.00.
3. ☐ 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. The term "Prime Rate" has the meaning given that term in the Agreement.  
☒ Your corresponding Annual Percentage Rate is as provided in the Agreement.
4. Borrower will be paying upon signing this modification the following fees:
 

Modification Fee FINANCE CHARGE	\$ <u>25.00</u>
Modification Recording Fees	\$ <u>          </u>
Flood Hazard Determination Fee	\$ <u>5.00</u>

WHEN RECORDED MAIL TO:  
 First Interstate Bank of Oregon, N.A.  
 PO Box 3385  
 Portland, OR 97208

5. 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.

6. 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 Margaret A. White  
Title: Financial Service Representative

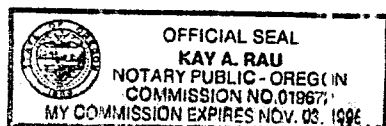
Elizabeth A. Hatcher  
Borrower

Norman S. Hatcher  
Borrower

### BANK ACKNOWLEDGEMENT

State of Oregon )  
County of DESCHUTES ) ss.

The foregoing instrument was acknowledged before me this 19 day of August, 1994, by MARGARET A. WHITE of FIRST INTERSTATE BANK OF OREGON, N.A., a national banking association, on behalf of the association.



Kay A. Rau  
NOTARY PUBLIC FOR THE STATE OF OREGON  
MY COMMISSION EXPIRES:

### INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon )  
County of DESCHUTES ) ss.

The foregoing instrument was acknowledged before me this 19 day of August, 1994, by Norman S. Elizabeth Hatcher.



F. Ann Simmons  
NOTARY PUBLIC FOR THE STATE OF OREGON  
MY COMMISSION EXPIRES: May 6, 1995

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 2nd day of Sept. A.D., 19 94 at 10:00 o'clock A M., and duly recorded in Vol. M94 of fortgages on Page 27558.

FEE \$15.00

Evelyn Biehn - County Clerk  
By Quinn M. Henderson

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY