

98627

04-19-95P03:21 RCVD

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U.S. BANK

# AMENDMENT TO DEED OF TRUST LINE OF CREDIT MORTGAGE/LINE OF CREDIT INSTRUMENT

K-47845

DATE

April 12, 1995

Edward S. Rodgers

("Grantor")

855 Chiloquin Blvd., Chiloquin, OR 97624

Address

United States National Bank of Oregon

Beneficiary ("Lender")

PO Box 3176, Portland, OR 97208

Address

U.S. Bank of Washington, N.A.

("Trustee")

PO Box 3347 Portland, OR 97208

Address

Edward S. Rodgers

("Borrower")

This instrument amends a Deed of Trust, Line of Credit Mortgage or Deed of Trust, Line of Credit Instrument dated November 7th, 1994, executed by Grantor in favor of Lender ("Deed of Trust"). The Deed of Trust was recorded on November 9, 1994 as No.       , Book 194, Page 34543, Klamath County, Oregon Records.

The Deed of Trust covers the following real property located in Klamath County, Oregon:

See Exhibit "A"

The Deed of Trust is hereby amended to state that:

- ☒ 1. The promissory note or credit agreement described in the Deed of Trust has been renewed, extended or modified one or more times, most recently by a renewal, amendment, extension, modification or revision note or agreement dated April 12, 1995.
- ☐ Final payment on the note or credit agreement as renewed, extended or modified is due on                     .
- ☐ The term of the note or credit agreement as renewed, extended or modified is:
- ☐ no fixed term.
- ☐ changed to end on                     .
- ☒ the maximum principal amount to be advanced and outstanding at any one time under the note or credit agreement has been changed from \$ 30,000.00 to \$ 40,000.00.

☐ 2. (Specify)

Except as specifically changed previously or herein, all terms, conditions and obligations of the Deed of Trust remain in full force and effect, subject to no defenses, counterclaims, setoffs, or claims for recoupment of Grantor or Borrower.

## Disclosures.

a. Under Oregon law, most agreements, promises and commitments made by lenders after October 3, 1989, concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the lender to be enforceable.

b. Oral agreements or oral commitments to loan money, extend credit or forbear from enforcing repayment of a debt are not enforceable under Washington law.

Grantor and Borrower acknowledge receipt of a completed copy of this Amendment.

GRANTOR		BORROWER (IF DIFFERENT FROM GRANTOR)	
EDWARD S. RODGERS			
BY	<i>Edward S. Rodgers</i>	BY	
X		X	
TITLE		TITLE	

LENDER	BY	TITLE
U.S. BANK OF OREGON	<i>[Signature]</i>	Loan Officer
X		

After recording return to:

CONSUMER FINANCE CENTER  
UNITED STATES NATIONAL BANK  
501 SE HAWTHORNE BLVD., SUITE 301  
P.O. BOX 3176  
PORTLAND, OREGON 97208-3176

Attention:

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON )

County of KLAMATH )

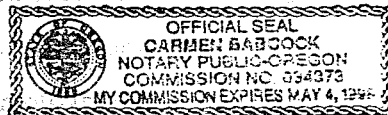
April 12, 1995

This instrument was acknowledged before me on the above date  
by Edward S. Rodgers

Before me:

NOTARY PUBLIC FOR OREGON
<u>Carmen Babcock</u>
MY COMMISSION EXPIRES
<u>5/4/98</u>

(SEAL)



# PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON )

County of \_\_\_\_\_ )

\_\_\_\_\_, 19\_\_\_\_

This instrument was acknowledged before me on the above date  
by \_\_\_\_\_

as \_\_\_\_\_

and \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Before me:

NOTARY PUBLIC FOR OREGON
_____
MY COMMISSION EXPIRES
_____

(SEAL)

# CORPORATE ACKNOWLEDGMENT

STATE OF OREGON )

County of \_\_\_\_\_ )

\_\_\_\_\_, 19\_\_\_\_

This instrument was acknowledged before me on the above date  
by \_\_\_\_\_

as \_\_\_\_\_

and \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Before me:

NOTARY PUBLIC FOR OREGON
_____
MY COMMISSION EXPIRES
_____

(SEAL)

# LENDER ACKNOWLEDGMENT

STATE OF OREGON )

County of KLAMATH )

April 12, 1995

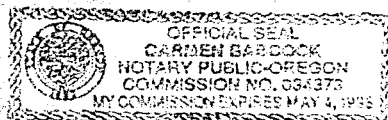
This instrument was acknowledged before me on the above date  
by Bill Savarino

as loan officer

of W.L. Bank of Or.

Before me:

NOTARY PUBLIC FOR OREGON
<u>Carmen Babcock</u>
MY COMMISSION EXPIRES
<u>5/4/98</u>



## EXHIBIT "A"

## DESCRIPTION

The following described real property situate in Klamath County, Oregon:

Parcel 1:

A portion of Government Lot 1 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron rod at the intersection of the South line of said Government Lot 1 and the Southeasterly right of way line of State Highway No. 422 (South) said pin being North 89°57'21" West 774.03 feet from the Southeast corner of said Government Lot 1; thence North 47°06'01" East 310.00 feet along said right of way line to a 5/8 inch iron rod; thence South 42°53'59" East 288.51 feet to a point on the South line of said Government Lot 1; thence North 89°57'21" West 423.49 feet to the point of beginning, with bearings based on Major Land Partition No. 81-6 as filed in the Klamath County Engineer's Office.

Parcel 2:

A portion of Government Lot 8 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 5/8 inch iron rod on the North line of said Government Lot 8, said rod being North 89°57'21" West 487.81 feet from the Northeast corner of said Government Lot 8; thence along said Government Lot Line South 89°57'21" East 72.00 feet to a point; thence South 160.00 feet to a point; thence South 10° East 101.11 feet to a point; thence South 58°02' West 105.57 feet to a point 315.52 feet South of the point of beginning; thence North 19.54 feet to a 5/8 inch iron rod; thence North 295.98 feet to the point of beginning, with bearings based on Major Land Partition No. 81-6 as filed in the Klamath County Engineer's Office.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 19th day  
of April A.D., 19 95 at 3:21 o'clock P M., and duly recorded in Vol. M95  
of Mortgages on Page 9883.

FEE \$15.00

Bernetha G. Lersch, County Clerk

By [Signature]