

10989

AFTER RECORDING, RETURN TO:
First Interstate Bank of Oregon, N.A.
Oregon Corporate T-19
PO Box 3131
Portland, OR 97208-3131

Vol 195 Page 34975
95 DEC 22 P3:42

mtc 36964

LINE OF CREDIT INSTRUMENT

MAXIMUM AMOUNT TO BE ADVANCED \$50,000.00

MODIFICATION

DATED December 20, 1995

BETWEEN: First Interstate Bank of Oregon, N.A. ("Bank") whose address is 1300 SW Fifth Avenue, PO Box 3330, Portland, OR 97208.

AND: Roderick C. Wendt and Carol M. Wendt ("Borrower") whose address is 2120 Fairmont Street, Klamath Falls, OR 97601.

RECITALS:

Borrower and Bank are parties to a April 29, 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 April 29, 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:

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 filed 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 Volume M88.

Said Agreement and Trust Deed were modified as per Modification of Deed of Trust bearing date of June 8, 1989 which amended the Agreement to provide for a \$350,000.00 credit limit and amended the Trust Deed by decreasing to \$350,000.00 the principal amount of indebtedness incurred pursuant to the Agreement that the Trust Deed secures and which was duly recorded June 14, 1989 in Klamath County, Oregon Mortgage Records as Page 10621 of Volume M89.

Said Agreement and Trust Deed were again modified as per Modification of Deed of Trust bearing date of October 2, 1990, which amended the Agreement to provide for a \$500,000.00 credit limit and amended the Trust Deed by decreasing to \$500,000.00 the principal amount of indebtedness incurred pursuant to the Agreement that the Trust Deed secures and which was duly recorded October 10, 1990 in Klamath County, Oregon Mortgage Records as Page 20469 of Volume M90.

The credit limit under Agreement is \$500,000.00 and Borrower has asked Bank to decrease it to \$50,000.00.

Bank is agreeable to the decrease provided:

- (i) the Trust Deed secures the decreased 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 \$50,000.00 credit limit.

2. Trust Deed is amended by decreasing to \$50,000.00 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 INSTRUMENT" at the top, the Trust Deed is amended by adding "LINE OF CREDIT INSTRUMENT" at the top.

4. 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	\$ <u>00</u>
Modification Recording Fees	\$ <u>15.00</u>
Flood Hazard Determination Fee	\$ <u>10.00</u>

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 *[Signature]*
 Title: Vice President
[Signature]
 Roderick C. Wendt
[Signature]
 Carol M. Wendt

BANK ACKNOWLEDGEMENT

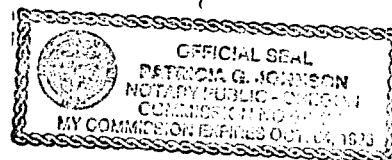
State of Oregon)
)ss.
 County of Multnomah

The foregoing instrument was acknowledged before me this 14 day of December, 1995 by Patrick of FIRST INTERSTATE BANK OF OREGON, N.A., a national banking association, on behalf of the association.

[Signature]
 NOTARY PUBLIC FOR THE STATE OF OREGON
 MY COMMISSION EXPIRES: 10-4-96

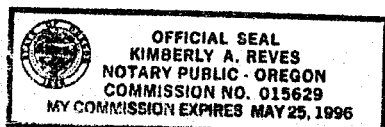
INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon)
)ss.
 County of)



The foregoing instrument was acknowledged before me this 15 day of December, 1995 by Roderick C. Wendt and Carol M. Wendt.

[Signature]
 NOTARY PUBLIC FOR THE STATE OF OREGON
 MY COMMISSION EXPIRES: May 25, 1996



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 22 day of Dec. A.D., 1995 at 3:42 o'clock P. M., and duly recorded in Vol. M95 of Mortgages on Page 34975.

FEE \$15.00

Bernetha G. Letsch, County Clerk

By *[Signature]*