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## WHEN RECORDED MAIL TO:

Bank of America  
Regional Loan Service Center  
P.O. Box 3828  
Seattle, WA 98124-3828

K-51039

Account Number: 8821480  
ACAPS Number: 971950916510  
Date Printed: 7/29/1997  
Reconveyance Fee \$15.00

## Real Estate Line of Credit Extension or Modification Agreement

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 1st day of August, 1997  
between William F. Harworth And Catherine A. Harworth, Husband And Wife

(hereinafter referred to as "Grantor") and Bank of America NT&SA  
a national banking association ("Bank") for valuable consideration do hereby agree as follows:

- Grantor is indebted to Bank in accordance with the terms and conditions of a certain promissory note/Agreement and Disclosure Statement EQUITY MAXIMIZER Home Equity Line of Credit ("Note") and EQUITY MAXIMIZER Rider to Agreement and Disclosure ("Rider") dated September 29th, 1994 in the original commitment amount of \$ 20,000.00, and bearing interest thereon from the date of each advance until paid, at the rate(s) specified in the Note and Rider, made, executed and delivered by Grantor to Bank. This obligation is secured by a deed of trust or mortgage ("Security Instrument") dated the 29th day of September, 1994, and recorded in the real estate records of Klamath County, OR, under Auditor's File No. 88596 in Volume M94 of records at page 30641.
- The terms and conditions of said Note, Security Instrument and Rider, and the obligation evidenced and secured thereby are hereby modified as follows (if a box is not checked, it does not apply).  
☒ A. The maximum line amount is increased to \$ 30,000.00.  
☒ B. The maturity date for the line is extended to 7/29/2007.
- Unless your Fixed Rate Loan Option contains the Variable Rate Feature specified below, the Rider is hereby modified to include the following.

The interest rate margin for Fixed Rate Loan Options will be 3.50 % with Automatic Payment Service or 4.00 % without Automatic Payment Service.

**Variable Rate Feature.** The Fixed Rate Loan Option contains a variable rate feature if Automatic Payment Service is selected from a Bank account. If this is terminated, the annual interest rate will increase by 0.50 %. This increase may take the form of higher payments for the remaining term of the loan.

With Automatic Payment Service, as of 7/29/1997, the Daily Periodic Rate (based on the TCM Index as specified in the Rider and the Margin as shown above) for a Fixed Rate Loan Portion is 0.02759 %. This is an ANNUAL PERCENTAGE RATE of 10.070 %.

Without Automatic Payment Service, as of 7/29/1997, the Daily Periodic Rate (based on the TCM Index as specified in the Rider and the Margin as shown above) for a Fixed Rate Loan Portion is 0.02896 %. This is an ANNUAL PERCENTAGE RATE of 10.570 %.

- From time to time, the Bank may offer a special promotional rate for Fixed Rate Loan Portions ("Today Rate") as described below.

**Today Rate.** As part of special promotions, the Bank may, as its sole option, allow Fixed Rate Loan Portions at special discounted rates below those set out by the Margin and Index ("the Today Rate"). A Fixed Rate Loan Portion, with Automatic Payment Service as of the date of this Extension or Modification Agreement will have a daily Periodic Rate of 0.02463 % and a corresponding ANNUAL PERCENTAGE RATE of 8.990 %.

A Fixed Rate Loan Portion, without Automatic Payment Service, as of the date of this Extension and Modification Agreement will have a Daily Periodic Rate of 0.02600 % and a corresponding ANNUAL PERCENTAGE RATE of 9.490 %.

Subsequent Fixed Rate Loan Portions will be at the Index and Margin set out above.

Grantor represents and agrees that Grantor is lawfully seized of said premises in fee simple, and that the lien of said interest is, and shall continue with the same priority, a lien upon said premises to secured payment of said obligation.

Except as herein expressly modified, the original terms and conditions of said Security Interest, Note and Rider shall in all respects be and remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS THEREOF, the Grantor and Bank have executed this agreement at Klamath Falls, on this 1st day of August, 1997.

GRANTOR

William F. Harworth

Catherine A. Harworth

BANK

BY: ANN SELVERA

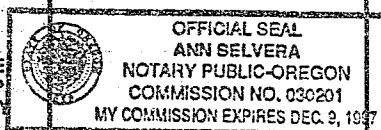
ITS: Personal Banker

N/A

N/A

#### ACKNOWLEDGMENT BY INDIVIDUAL

FOR RECORDING PURPOSES, DO NOT WRITE SIGN OR STAMP WITHIN THE ONE INCH TOP BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.



STATE OF Oregon

County of Klamath

THIS SPACE FOR NOTARY STAMP

On this day personally appeared before me William F. & Catherine A. Harworth to me known or proved on the basis of satisfactory evidence to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of August, 1997  
NOTARY PUBLIC in and for the State of Oregon  
residing at Klamath Falls  
my appointment expires: 12-9-97

#### ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN OR STAMP WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.

STATE OF \_\_\_\_\_

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

THIS SPACE FOR NOTARY STAMP

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the individual(s) who signed this instrument in my presence, on oath stated the (he/she/they) was/were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_

of \_\_\_\_\_ (Entity) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 4th day of August, A.D., 19 97 at 11:01 o'clock A.M., and duly recorded in Vol. M97 of Mortgages on Page 25246.

FEE \$15.00

By Bernetha G. Leisch, County Clerk  
Kathleen Ross