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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AMENDMENT TO DEED OF TRUST (LINE OF CREDIT MORTGAGE/LINE OF CREDIT INSTRUMENT)

Date AUGUST 8 1997

THOMAS L BANKS AND PATRICIA J BANKS

2322 HILDEBRAND ST BONANZA OR 97623

("Grantor")

U.S. Bank

Address

501 S.E. Hawthorne Blvd., Suite 301, Portland, Oregon 97214

Beneficiary ("Lender")

U.S. Bank Trust Company, National Association

Address

111 Fifth Avenue, Portland, Oregon 97204

("Trustee")

THOMAS L BANKS AND PATRICIA J BANKS

Address

("Borrower")

This instrument amends a Deed of Trust, Line of Credit Mortgage or Deed of Trust, Line of Credit Instrument dated AUGUST 16 1996, executed by Grantor in favor of Lender ("Deed of Trust"). The Deed of Trust was recorded on AUGUST 29 1996 as Instrument No. M96-26757, Book _____, Page _____, KLAMATH County, Oregon Records.

The Deed of Trust covers the following real property located in KLAMATH County, Oregon:
SEE ATTACHED 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 AUGUST 8 1997.
- ☐ 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 \$ 22,400.00 to \$ 37,800.00.

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 OF DIFFERENT FROM GRANTOR	
THOMAS L BANKS		
BY <u>[Signature]</u>	BY	
PATRICIA J BANKS	BORROWER OF DIFFERENT FROM GRANTOR	
BY <u>[Signature]</u>	BY	
LENDER		
U.S. Bank	BY <u>[Signature]</u>	TITLE <u>BRO</u>

INDIVIDUAL ACKNOWLEDGMENT
STATE OF OREGON

COUNTY OF KLAMATH

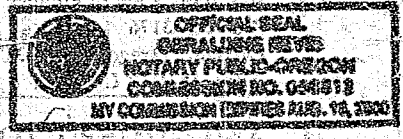
^{11 46 PM}
AUGUST 27, 19 97.

This instrument was acknowledged before me on the above date by THOMAS L AND PATRICIA J BANKS

(SEAL)

Before me:

NOTARY PUBLIC FOR OREGON
<u>Suzanne Lewis</u>
MY COMMISSION EXPIRES <u>Aug. 18, 2000</u>



PARTNERSHIP ACKNOWLEDGMENT
STATE OF OREGON

COUNTY OF _____

_____, 19 ____

This instrument was acknowledged before me on the above date

by _____
as _____
and _____
of _____

(SEAL)

Before me:

NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES _____

CORPORATE ACKNOWLEDGMENT
STATE OF OREGON

COUNTY OF _____

_____, 19 ____

This instrument was acknowledged before me on the above date

by _____
as _____
and _____
of _____

(SEAL)

Before me:

NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES _____

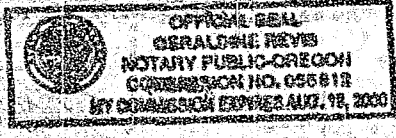
LENDER ACKNOWLEDGMENT
STATE OF OREGON

COUNTY OF KLAMATH

^{11 46 PM}
AUGUST 27, 19 97.

This instrument was acknowledged before me on the above date

by X Carlos Medeiros
as X Bro
and _____
of U S BANK



Before me:

NOTARY PUBLIC FOR OREGON
<u>Suzanne Lewis</u>
MY COMMISSION EXPIRES <u>Aug. 18, 2000</u>



Exhibit A to Deed of Trust/Line of Credit Mortgage

THE SE1/4 OF THE NE1/4 OF SECTION 27, TOWNSHIP 38 SOUTH, RANGE 11
1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON
LYING SOUTHEASTERLY OF STATE HIGHWAY 140.
EXCEPTING THEREFROM THAT PORTION LYING WITHIN STATE HIGHWAY
140 AND HILDEBRAND COUNTY ROAD NO. 1059.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. Bank the 25th day
of August A.D. 19 97 at 2:34 o'clock P.M., and duly recorded in Vol. MS7
of Mortgages on Page 27737.

FEE \$20.00

By Bernetha G. Leisch, County Clerk
Kathleen R. [Signature]