

2000 APR 26 AM 11: 25

WHEN RECORDED MAIL TO:

Bank of America

POST CLOSING REVIEW, WA1-102-06-60
P.O. BOX 34170
SEATTLE, WA 98124-1170

MTC 50724

Account Number:	0204875
ACAPS Number:	000801006030
Date Printed:	4/13/2000
Reconveyance Fee	\$0.00

Real Estate Line of Credit Modification Agreement

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 25th day of April, 2000
between Paul E. Breckner And Robbie R. Breckner

(hereinafter referred to as "Grantor") and Bank of America, N. A.
a national banking association ("Bank") for valuable consideration do hereby agree as follows:

1. Grantor is indebted to Bank in accordance with the terms and conditions of a certain Agreement and Disclosure Statement EQUITY MAXIMIZER Home Equity Line of Credit ("Agreement") and EQUITY MAXIMIZER Rider to Agreement and Disclosure ("Rider") dated July 10th 1998 in the original commitment amount of \$ 42,500.00, 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 10th day of July, 1998, and recorded in the real estate records of Klamath County, OR, under Auditor's File No. N/A in Volume M98 of records at page 24588.
2. The terms and conditions of said Agreement, 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 \$ 90,000.00.
- ☒ B. The maturity date for the line is extended to 4/13/2010.
3. 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 4/13/2000, 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 0.02781 %. This is an ANNUAL PERCENTAGE RATE of 10.180 %.
- Without Automatic Payment Service, as of 4/13/2000, 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 0.02918 %. This is an ANNUAL PERCENTAGE RATE of 10.680 %.
4. 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 0.02445 % and a corresponding ANNUAL PERCENTAGE RATE of 8.950 %.
- 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 0.02582 % and a corresponding ANNUAL PERCENTAGE RATE of 9.450 %.

26.00 m

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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.

Bank of America, N.A. is the original lender or is the successor to the Bank defined in your original loan documents. The original bank may be any one of the following: Bank of America NT&SA, doing business as Seafirst Bank; Bank of America NT&SA; Bank of America NW, doing business as Seafirst Bank; Bank of America NW; Bank of America Oregon; Bank of America Idaho; or Seattle-First National Bank.

IN WITNESS THEREOF, the Grantor has executed this agreement at Klamath Falls, on this 25th day of April, 2000.

GRANTOR

Paul E. Breckner
Paul E. Breckner

Robbie R. Breckner
Robbie R. Breckner

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 Paul E. Breckner and Robbie R. Breckner

_____ 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 25th day of April, 2000;

Vivian Bowers

NOTARY PUBLIC in and for the State of Oregon residing at Klamath Falls

My appointment expires: 10/12/2003

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 _____ (Title)

of _____ 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 _____ residing at _____

My appointment expires: _____

001234 R03-2000

State of Oregon, County of Klamath
Recorded 04/26/00, at 11:25a m.
In Vol. M00 Page 14364
Linda Smith,
County Clerk Fee \$ 26.00