

State of Oregon, County of Klamath
 Recorded 02/22/2002 11:02 a m.
 Vol M02, Pg 10709-11
 Linda Smith, County Clerk
 Fee \$ 3.00 # of Pgs 3

WHEN RECORDED MAIL TO:

Bank of America

POST CLOSING REVIEW, #1255 CA3-701-02-25

P.O. BOX 2314

RANCHO CORDOVA, CA 95741

Account Number: 0023440
 ACAPS Number: 020281014250
 Date Printed: 2/8/2002
 Reconveyance Fee \$ 0.00

Real Estate Line of Credit Modification Agreement

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 13th day of February, 2002
 between Robert L. Krieger Jr. And Camille E. Krieger, Husband And Wife

(hereinafter referred to as "Grantor") and Bank of America, N. A.
 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 Agreement and Disclosure Statement EQUITY MAXIMIZER Home Equity Line of Credit ("Agreement") and EQUITY MAXIMIZER Rider to Agreement and Disclosure ("Rider") dated April 9, 1999 in the original commitment amount of \$ 10,000.00 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 9th day of April, 1999, and recorded in the real estate records of Klamath County, OR, under Auditor's File No. N/A in Volume M-99 of records at page 13284.
- 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 \$ 25,000.00.

☒ B. The maturity date for the line is extended to 2/8/2012.
- 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 2/8/2002, 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 0.02162 %. This is an ANNUAL PERCENTAGE RATE of 7.890 %.
 Without Automatic Payment Service, as of 2/8/2002, 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 0.02299 %. This is an ANNUAL PERCENTAGE RATE of 8.390 %.
- 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 0.02047 % and a corresponding ANNUAL PERCENTAGE RATE of 7.470 %.
 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 0.02184 % and a corresponding ANNUAL PERCENTAGE RATE of 7.970 %.

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect. It may have upon the basis as recited properly. This courtesy recording has been requested of ASPEN TITLE & ESDOWN, INC.

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 212 S. 6th St., on this 13th day of February, 2002.

Robert L. Krieger Jr.

Robert L. Krieger Jr.

Camille E. Krieger

Camille E. Krieger

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

THIS SPACE FOR NOTARY STAMP

County _____ of Klamath

On this day personally appeared before me Robert L. Krieger Jr. and Camille E. Krieger

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 13th day of February, 2002

Margi Anderson

NOTARY PUBLIC in and for the State of Oregon residing at

212 South 6th Street Klamath Falls OR

My appointment expires: 10-19-04

EXHIBIT "A"

A portion of the SE 1/4 SE 1/4 of Section 36, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of Section 36, Township 39 South, Range 9 East of the Willamette Meridian; thence North 0° 14' East 33.5 feet; thence North 89° 52' West 1286.5 feet to the true point of beginning of this description; thence North 89° 52' West 102 feet; thence North 0° 14' East 100.0 feet; thence North 89° 52' West 100.0 feet; thence South 0° 14' West 100.0 feet; thence North 89° 52' West 17.0 feet; thence North 0° 14' East 574.2 feet; thence South 89° 57' East 219.0 feet; thence South 0° 14' West 574.5 feet to the place of beginning.

INITIAL HERE: OK PK