

Name of Person Requesting the Recording:

BEAVERTON, OR 97008

Vol M03 Page 83188

Recording Requested by:
Wells Fargo Bank
When Recorded Return to: Fidelity National LPS
P. O. BOX 19523
Irvine, CA 92623-9523
Code: WFD

State of Oregon, County of Klamath
Recorded 11/10/03 9:08 a m
Vol M03 Pg 83188-92
Linda Smith, County Clerk
Fee \$ 4.00 # of Pgs 5

Wells Fargo Bank, N.A.

HELOC and Mortgage Modification

Reference #: 20032727000270

Account #: 0664-664-6226043-1998

This agreement is made this 14th day of October 2003 between
Wells Fargo Bank, N.A.
existing under the laws of the United States of America having its office at
420 Montgomery Street San Francisco, CA 94104

(the "Bank") and

Name(s) of borrower(s) NEIL A ZINGG

(the "Borrower") residing at 3864 RIO VISTA WAY KLAMATH FALLS, OR 976037727

Address

City

State

Name(s) of borrower(s)

(the "Borrower") residing at

Address

City

State

Name(s) of borrower(s)

(the "Borrower") residing at

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Name(s) of borrower(s)

(the "Borrower") residing at

Address

City

State

and NEIL A ZINGG

Name(s) of mortgagor(s)/trustor(s)

(the "Mortgagor") residing at 3864 RIO VISTA WAY KLAMATH FALLS, OR 976037727

Address

City

State

and JEANNIE L. ZINGG

Name(s) of mortgagor(s)/trustor(s)

and

Name(s) of mortgagor(s)/trustor(s)

and

Name(s) of mortgagor(s)/trustor(s)

and

Name(s) of mortgagor(s)/trustor(s)

and

Name(s) of mortgagor(s)/trustor(s)

EQ357A (2/2003)

Recitals

1. The Bank is the holder of the home equity line of credit agreement of the Borrower dated 02/07/2003, payable to the order of the Bank with the original maximum available principal amount of \$ 111,000.00 ("Note") with a maturity date of 02/07/2043.
2. To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated 02/07/2003, subjecting to the lien thereof certain real estate located in KLAMATH COUNTY OR (state) more particularly described in the Mortgage.
3. The Mortgage was filed for record on 02/28/2003, in the office of the CLERK of the above named COUNTY as Document No. 127747-49 in Book/Roll MO3 Page/Image 12247 ✓
4. In connection with the filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$ N/A on N/A and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number N/A.
5. The Borrower/Mortgagor acknowledges that the Note and the Mortgage are legal and binding obligations, free and clear of any claim, defense or offset.
6. The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage (including any previous modifications) as described below.

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties hereto agree as follows:

N/A**Margin**

The Borrower hereby agrees that the finance charge will be ☐ increased ☐ decreased to 1/365 of an annual rate of N/A % over the "Index Rate," which is disclosed in the Note. ☐ If the Borrower ceases to be an employee of the Bank or its affiliates, the

Bank will increase the rate by adding N/A %.

☒ Credit Limit

The Borrower/Mortgagor hereby agrees that the maximum available principal amount of the Note is now \$ 135,000.00 and that the lien of the Mortgage shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

The references in the Mortgage to the maximum amount of the line of credit are hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Mortgage to the line of credit shall be deemed, on and after the date of this Agreement, to refer to the modified maximum amount of the line of credit.

1. All original terms of the Note and Mortgage (as amended by any written modification) remain in effect except as amended hereby, and the Borrower/Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Note and Mortgage, if applicable, at the time and in the manner therein provided.
2. The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Agreement and the recording hereof, including any mortgage registry tax that is due.
3. This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the Note. Credit insurance means credit life, credit accident and health and/or credit disability insurance.
4. The Borrower agrees that the Bank may make certain changes to the terms of the line of credit and Note at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank also may change the index and margin the Bank uses to

determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Bank will give the Borrower

notice of any change that is required by law. The Bank also can make changes that the Bank and Borrower agree to in writing.

NOTICE TO CONSUMER

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)

THIS IS A CONSUMER CREDIT TRANSACTION.

I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledge the receipt of a copy hereof as of the day and year above.

Wells Fargo Bank, N.A.

Name of Bank

By:

apil chongomuh

ITS

employee

Mortgagor/Trustor NEIL A. ZINGG

Mortgagor/Trustor JEANNIE L. ZINGG

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Borrower NEIL A. ZINGG

Borrower

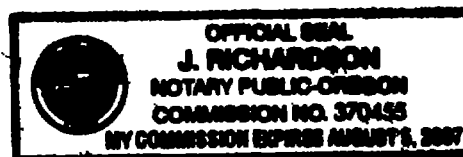
Borrower

Borrower

Borrower

Borrower

FOR NOTARIZATION OF BANK PERSONNEL



STATE OF Oregon)
COUNTY OF Washington) ss.

On this 21 day of October, 2003, before me, a notary public in and for said county personally appeared April Undermyrath to me personally known, who being by me duly (sworn or affirmed) did say that that person is an employee of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said employee acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Notary Public

State of Oregon

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a _____ personally appeared _____ (husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public

State of _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a _____ personally appeared _____ (husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public

State of _____

This instrument was drafted by: _____

(Name of Bank)

(Address)

FOR NOTARIZATION OF BANK PERSONNEL

STATE OF OregonCOUNTY OF Clatsop ss.

On this 14th day of October, 2003, before me, a Notary Public in and for said county personally appeared Laura D. Bergman to me personally known, who being by me duly (sworn or affirmed) did say that that person is Laura D. Bergman of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said Laura D. Bergman acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Notary Public

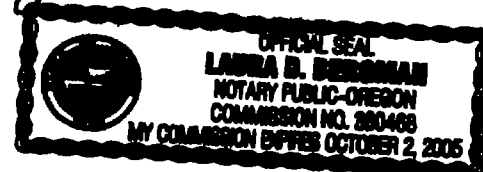
State of Oregon

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

STATE OF OregonCOUNTY OF Clatsop ss.

On this 14th day of October, 2003, before me, a Notary Public personally appeared Neil A. Leung & Leanne L. Leung (husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument and acknowledged that They executed the same as their voluntary act and deed.

Notary Public

State of OregonSTATE OF OregonCOUNTY OF Clatsop ss.

On this 14th day of October, 2003, before me, a Notary personally appeared Neil A. Leung (husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Notary Public

State of Oregon

This instrument was drafted by:

Wells Fargo Bank
(Name of Bank)2009 So 16th St
(Address)Clatsop Falls07191003