

04 FEB 12 AM 8:35

Vol M04 Page 08377

State of Oregon, County of Klamath  
Recorded 02/12/2004 8:35a m  
Vol M04 Pg 8377-81  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

**WHEN RECORDED MAIL TO:**

Bank of America Consumer Collateral Tracking  
FL9-700 04-01  
9000 Southside Blvd, Bldg 700  
Jacksonville, FL 32256

Account Number: 34268160103970399  
CAP Number: 040161204060  
Date Printed: 01/27/04  
Reconveyance Fee: \$

5149650

**Real Estate Line of Credit Modification Agreement**

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 28th day of January, 2004 between MARTIN DEITRICH HEITKAMP AND SUSAN LORETTA HEITKAMP, 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 09/08/03 in the original commitment amount of \$ 7,000.00, 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 02 day of OCTOBER, 2003, and recorded in the real estate records of KLAMATH County, OR, under Auditor's File No. \_\_\_\_\_ in Volume M03 of records at page 73615.
- The terms and conditions of said Agreement, Security Instrument and Rider, and the obligation evidenced and secured thereby are hereby modified as follows.  
  
The maximum line amount is increased to \$ 17,000.00.  
  
The maximum date for the line is extended to FEBRUARY 02, 2014.
- 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 3.500 % with Automatic Payment Service or 4.000 % 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 0.500 %. This increase may take the form of higher payments for the remaining term of the loan.

With Automatic Payment Service, as of 01/27/04, 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 0.01827869 %. This is an ANNUAL PERCENTAGE RATE of 6.690 %.

Without Automatic Payment Service, as of 01/27/04, 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 0.01964481 %. This is an ANNUAL PERCENTAGE RATE of 7.190 %.

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 0.01855191 % and a corresponding **ANNUAL PERCENTAGE RATE** of 6.790 %.

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 0.01991803 % and a corresponding **ANNUAL PERCENTAGE RATE** of 7.290 %.

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

Grantor represents and agrees that Grantor is lawfully seised 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.

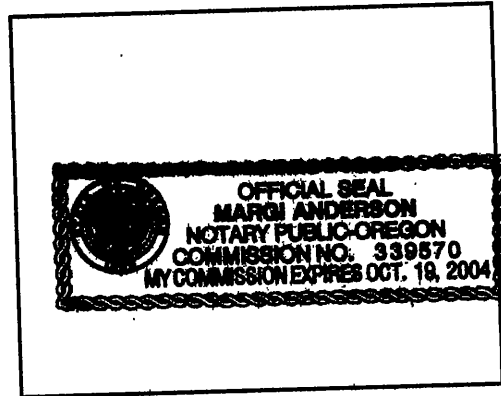
IN WITNESS THEREOF, the Grantor has executed this agreement at Klamath Falls OR, on this 28<sup>th</sup> day of January, 2004.

  
MARTIN DEITRICH HEITKAMP

  
SUSAN LORETTA HEITKAMP

## ACKNOWLEDGEMENT BY INDIVIDUAL

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



THIS SPACE FOR NOTARY STAMP

STATE OF OregonCounty of KLAMATH

On this day personally appeared before me MARTIN DEITRICH HEITKAMP and SUSAN  
LORETTA HEITKAMP

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 he and she  
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 28<sup>th</sup> day of January, 2004.

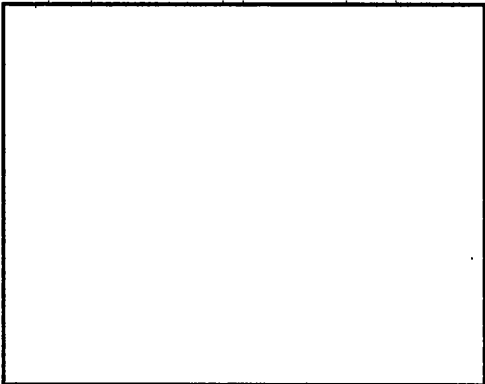
Margi Anderson  
NOTARY PUBLIC in and for the State of Oregon residing at

Bank of America 212 S. 6<sup>th</sup> St.

My appointment expires: 10-19-04.

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.



THIS SPACE FOR NOTARY STAMP

STATE OF Oregon  
County of KLAMATH

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 that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (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 \_\_\_\_\_ residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

08381

**EXHIBIT "A"**

A PARCEL OF LAND SITUATED IN THE E1/2 OF THE NE1/4 OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKED WITH A 1/2 INCH IRON PIN, LOCATED NORTH 89 DEGREES 30' 48" WEST 30.00 FEET (WEST 30.00 FEET BY D.V. M66, 7919), AND SOUTH 00 DEGREES 29' 12" WEST 1114.32 FEET (SOUTH 1096.66 FEET BY D.V. M66, 7919) FROM THE NORTHEAST CORNER OF SAID SECTION 13 AS ESTABLISHED BY RECORDED SURVEY NO. 1751, SAID POINT BEING ON THE WEST BOUNDARY OF THE KLAMATH FALLS-MERRILL HIGHWAY; THENCE SOUTH 00 DEGREES 21' 13" WEST (SOUTH BY D.V. M 66 7919) ALONG THE WEST BOUNDARY OF SAID HIGHWAY 109.00 FEET TO A 1/2 INCH IRON PIN; THENCE NORTH 89 DEGREES 38' 47" WEST (WEST BY D.V. M66, 7919) 174.40 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ENTERPRISE IRRIGATION DISTRICT CANAL; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID CANAL TO A 1/2 INCH IRON PIN THAT IS SOUTH 81 DEGREES 05' 43" WEST (SOUTH 80 DEGREES 44' 30" WEST BY D.V. M66, 7919) 163.60 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 81 DEGREES 05' 43" EAST (NORTH 80 DEGREES 44' 30" EAST BY D.V. M66, 7919) 163.60 FEET TO THE POINT OF BEGINNING, WITH BEARING BASED ON THE EAST LINE OF SAID SECTION 13 TO BE SOUTH 00 DEGREES 12' 57" WEST. Dated: 10/12/01 Add'l Information: DEED OF TRUST RECORDING NO. M01/54775