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State of Oregon, County of Klamath

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Vol M05 Pg 36864-70

Linda Smith, County Clerk

Fee \$ 51.00 # of Pgs 7

Recording Requested By:
Wells Fargo Bank, N.A.

Prepared By:

After Recording please return to:

Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107
DOCUMENT MANAGEMENT

State of OREGON {Space Above This Line For Recording Data}
Reference #: 20050557400792 Account #: 0651-651-7293798 1998

DEED OF TRUST MODIFICATION AGREEMENT

This Modification is made this 9th day of March 2005 between

Wells Fargo Bank, N.A.

(the "Bank") and

Name(s) of borrower(s) JAMES C MARSDEN

(the "Borrower")

Name(s) of borrower(s) _____

(the "Borrower")

Name(s) of borrower(s) _____

(the "Borrower")

Name(s) of borrower(s) _____

(the "Borrower")

Name(s) of borrower(s) _____

(the "Borrower")

Name(s) of borrower(s) _____

(the "Borrower")

and JAMES C MARSDEN

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

(the "Mortgagor") residing at 1492 LAKESHORE DR KLAMATH FALLS, OR, 97601

Address

and ROBIN L. MARSDEN

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)

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modifies an original Deed of Trust (i) dated 10/19/2004 (together with any modifications to it made prior to the date of this Modification), (ii) which was executed to secure a home equity line of credit agreement ("Line of Credit") dated 10/19/2004, in the original maximum principal amount of \$ 90,000.00 with a maturity date of 10/19/2044, and payable to the order of Wells Fargo Bank, N.A. (iii) which is recorded in Book/Roll VOL. M04 at page(s) 78847-49 of the COUNTY of KLAMATH County, State of OREGON as document No. N/A, (iv) in connection with the filing of which, a mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$ N/A on N/A and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number N/A, and (v) which affects the rights with respect to the collateral defined therein as the "Property" which is located at 735 RIVERSIDE DRIVE KLAMATH FALLS, OR 97601 and is described as follows:

SEE ATTACHED EXHIBIT

531632

This Modification further modifies the Line of Credit to reflect certain changes to the Borrower's revolving Line of Credit with the Lender that is secured by the Deed of Trust and the Borrower/Co-Grantor acknowledge that the Line of Credit and Deed of Trust are valid and enforceable and represent the Borrower's/Co-Grantor's legal and binding obligations, free and clear of any claim, defense or offset.

Agreement

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

☒ **Change in Credit Limit.** The Borrower/Co-Grantor hereby agrees that the maximum available principal amount of the Line of Credit is now \$ 127,500.00 and that the lien of the Deed of Trust shall secure the Line of Credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Deed of Trust to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Deed of Trust to the "Line of Credit" shall be deemed on and after the date of this Modification to refer to the Line of Credit as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of this Deed of Trust shall continue to secure the revolving Line of Credit, which is now evidenced by the modified Line of Credit.

☐ **Extension of Maturity Date.** The Borrower hereby agrees that the revolving Line of Credit will terminate and the entire unpaid principal balance outstanding on the Line of Credit, together with any unpaid finance charges and other charges, will be due and payable in full on N/A. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Line of Credit.

☒ **Finance Charge/Margin.** The Borrower hereby agrees that the daily periodic rate will be ☒ increased ☐ decreased to 1/365 or 1/366 during leap years of 0.490 % over the "Index Rate" which is disclosed in the Line of Credit.

Exhibit A

Reference #: 20050557400792

Acct #: 0651-651-7293798-1998

A TRACT OF LAND IN GOVERNMENT LOT 1 OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE EAST 1908.8 FEET ALONG THE NORTH LINE OF SAID SECTION, TO AN INTERSECTION WITH THE CENTERLINE OF THE RIVERSIDE SPUR TRACK OF THE GREAT NORTHERN RAILWAY CO; THENCE SOUTH 21 DEGREES 35 MINUTES EAST, ALONG SAID CENTERLINE, 657.83 FEET; THENCE SOUTH 68 DEGREES 25' MINUTES WEST 22.5 FEET TO THE NORTHEAST CORNER OF A TRACT LAND CONVEYED TO THE NATURAL GAS CORPORATION OF OREGON BY DEED RECORDED OCTOBER 27, 1930, IN DEED BOOK 93, PAGE 171, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON; THENCE SOUTH 68 DEGREES 25 MINUTES WEST 68.19 FEET; THENCE NORTH 14 DEGREES 00 MINUTES WEST 103 FEET; THENCE NORTH 87 DEGREES 00 MINUTES EAST 28.6 FEET TO A LINE PARALLEL AND 50.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF SAID SPUR TRACK AND IS THE RIGHT OF WAY BOUNDARY OF SAID SPUR TRACK AND IS THE TRUE BEGINNING OF THIS DESCRIPTION. THENCE NORTH 21 DEGREES 35 MINUTES WEST 370 FEET MORE OR LESS ALONG SAID RIGHT OF WAY BOUNDARY TO A POINT OF INTERSECTION WITH A LINE LYING 205.0 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SECTION 5 ; THENCE WEST 246.0 FEET ALONG SAID LINE PARALLEL TO THE NORTH LINE OF SECTION 5 TO AN INTERSECTION WITH THE EASTERLY BOUNDARY OF THE RIGHT OF WAY TO THE KLAMATH FALLS-ASHLAND HIGHWAY; THENCE SOUTH 14 DEGREES 30 MINUTES EAST 199.8 FEET; THENCE SOUTH 23 DEGREES 50 MINUTES EAST 74.2 FEET TO THE CENTERLINE OF A CERTAIN ROADWAY EASEMENT, 24 FEET IN WIDTH AS RESERVED IN DEED RECORDED AUGUST 17, 1955, IN DEED BOOK 276, PAGE 484, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 81 DEGREES 40 MINUTES EAST ALONG SAID CENTERLINE 113.5 FEET; THENCE SOUTHEASTERLY ON SAID CENTERLINE ALONG A 32 DEGREE CURVE TO THE RIGHT THROUGH AN ANGLE OF 67 DEGREES 24 MINUTES FOR A DISTANCE OF 210.6 FEET; THEN SOUTHEASTERLY ON SAID CENTERLINE AND TANGENT TO SAID CURVE TO A POINT IN THE SOUTHERLY BOUNDARY OF SAID TRACT FORMERLY OWNED BY THE GREAT NORTHERN RAILWAY AND THE TRUE BEGINNING OF THIS DESCRIPTION.

☒ **Rescission.** The Borrower/Co-Grantor has exercised their right to rescind any use of the Line of Credit for purposes other than to purchase the Property. Therefore, the Deed of Trust and Line of Credit are hereby modified to close the Line of Credit, to limit the "Secured Debt" to \$ N/A as it relates to the Line of Credit and to delete all Riders attached to the Deed of Trust as they may relate to an open-end line of credit.

The following terms and conditions apply regardless of which boxes are checked above:

All original terms and conditions of the Line of Credit and Deed of Trust (including any previous modifications) remain in full force and effect, except as modified by this Modification, and the Borrower/Co-Grantor agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit and Deed of Trust at the time and in the manner therein provided.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Modification, and the recording hereof, including any Deed of Trust registry tax that may be due.

This Modification does not increase or extend any revolving credit insurance Borrower purchased in connection with the Line of Credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

The Borrower agrees that the Lender may make certain changes to the terms of the Line of Credit at specified times or upon the occurrence of specified events. The Lender 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 Lender 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 Lender also may change the index and margin the Lender uses to determine the annual percentage rate if that index is no longer available. The Lender can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Lender will give the Borrower notice of any change that is required by law. The Lender also can make changes that the Lender and Borrower agree to in writing.

Co-Grantor Liability. Any party that signs below as a "Co-grantor" did not execute the Line of Credit but signs to grant and convey, under the terms of the Deed of Trust, such interest as that party may have in the Property. Such party is not personally obligated to pay the debt evidenced by the Line of Credit and this Modification and secured by the Deed of Trust (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to such debt or the Deed of Trust (as renewed, extended, and amended hereby) without such party's consent.

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 Borrower/Co-Grantor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank, N.A.

Name of Bank

By:

ITS

JAMES C. MARSDEN
Mortgagor/Trustor

ROBIN L. MARSDEN
Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

JAMES C. MARSDEN
Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

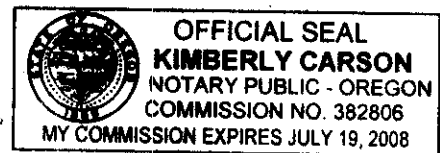
{ Acknowledgements on Following Pages }

FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):STATE OF Oregon, COUNTY OF Klamath } ss.On 3-9-05 before me, the undersigned, a Notary Public in and for said State, personally appearedJames C Marsden

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]Name: Kimberly Carson
(type or printed)My Commission expires: 7-19-08

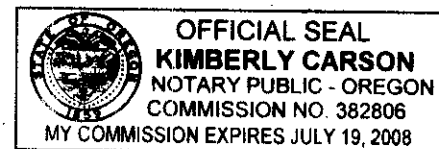
(Seal)

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):STATE OF Oregon, COUNTY OF Klamath } ss.On 3-9-05 before me, the undersigned, a Notary Public in and for said State, personally appearedRobin L. Marsden

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

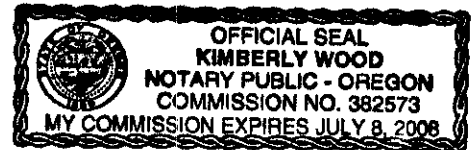
Signature: [Signature]Name: Kimberly Carson
(type or printed)My Commission expires: 7-19-08

(Seal)

ACKNOWLEDGMENT (All Purpose):STATE OF Oregon, COUNTY OF Washington } ss.On 3/14/05 before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy D. Burns

☒ personally known to me **-OR-** ☐ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Kimberly WoodName: Kimberly Wood
(type or printed)My Commission expires: July 8, 2008

(Seal)

ACKNOWLEDGMENT (All-Purpose):

STATE OF _____, COUNTY OF _____ } ss.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

☐ personally known to me **-OR-** ☐ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Name: _____
(type or printed)

My Commission expires: _____

(Seal)