

M05-71709

Klamath County, Oregon

12/23/2005 12:34:36 PM

Pages 2 Fee: \$26.00

When recorded, return to:
Portland Teachers Credit Union
Lending Services
PO Box 3750
Portland, OR 97208-3750
(503) 273-1737

653160-159

COS

MODIFICATION OF TRUST DEED

Member

MARK MILLER AND KIMBERLEE K. MILLER, as tenants by the entirety
521 HILLSIDE AVENUE
KLAMATH FALLS, OR 97601

The parties have entered into a trust deed, in which Portland Teachers Credit Union is the beneficiary and Member is the grantor, dated 03/08/04, and recorded in the records of KLAMATH County, State of OREGON, at Book/Reel MO4, Page/Image 14282/Recording No. _____.

The trust deed covers the following described real property:

See original trust deed for legal description

MODIFICATION TO INCREASE TO \$65,000.00 RECORDED 10/21/04 AS VOLUME MO4 PAGE 72004

The parties wish to modify this trust deed in the following manner: (Put a check next to those numbers which apply:)

☒ (1) By INCREASING the amount secured by this trust deed from \$65,000.00 to \$77,000.00.

☒ (2) The loan secured by this trust deed is being converted from a:

(loan type) 100% Home Equity Loan

interest rate 6.49% to:

(loan type) 80% Home Equity Loan

interest rate 6.49%

You have selected a:

☒ Fixed rate Plan.

☐ Variable Rate Plan. The Annual Percentage Rate will be variable at Prime Rate as published in the Wall Street Journal on the 10th of the month (or the next business day if the 10th falls on a weekend) plus _____% and is subject to change on the 21st of the month.

☒ (3) The Deed of Trust secures (check applicable loan type):

☐ **Line of Credit.** A revolving line of credit which obligates Credit Union to make advances to Grantor in the maximum principal amount at any one time of \$_____ until the Agreement is terminated or suspended or if advances are made up to the maximum credit limit, and Grantor complies with the terms of the Agreement dated _____. (In Oregon, for purposes of ORS 88.110, the maximum term of the Agreement, including any renewals or extensions, is 30 years from the date of the Agreement.) Funds may be advanced by Credit Union, repaid by Grantor, and subsequently readvanced by Credit Union in accordance with the Agreement. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total indebtedness under the Agreement. The unpaid balance of the line of credit under the Agreement will remain in full force and effect notwithstanding a zero outstanding balance on the line from time to time. Any principal advance under the line of credit that exceeds the amount shown above as the principal amount of the Agreement will not be secured by this Deed of Trust.

Rev 05/15/02

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- ☒ **80% Home Equity Loan.** A home equity loan in the maximum principal amount of \$77,000.00 under the terms of the Agreement. (In Oregon, for purposes of ORS 88.110, the maximum term of the Agreement, including renewals or extension, is 30 years from the date of the Agreement.) To the extent of repayment, Grantor may request subsequent loan advances subject to Credit Union's credit and security verification.
- ☐ **100% Home Equity Loan.** A home equity loan in the maximum principal amount of \$_____ under the terms of the Agreement. (In Oregon, for purposes of ORS 88.110, the maximum term of the Agreement, including renewals or extensions, is 30 years from the date of the Agreement.) To the extent of repayment, Grantor may request subsequent loan advances subject to Credit Union's credit and security verification.

In all other respects, the Trust Deed shall remain in full force and effect.

Executed this 21 day of December, 2005.

PORTLAND TEACHERS CREDIT UNION

BY Nancy Brown
Credit Union

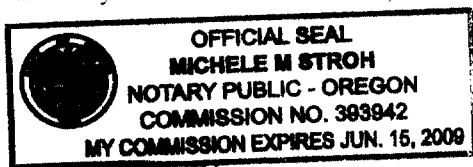
Mark Miller
MARK MILLER Member
Kimberlee K Miller
KIMBERLEE K. MILLER Member

State of OREGON

County of MULTNOMAH

December 21, 2005.

Personally appeared Nancy Brown who, being duly sworn, did say that (s)he is the Asst. Branch Manager of Portland Teachers Credit Union and that said instrument was signed and sealed in behalf of said Credit Union by authority of its Board of Directors; and that said instrument is his/her voluntary act and deed.



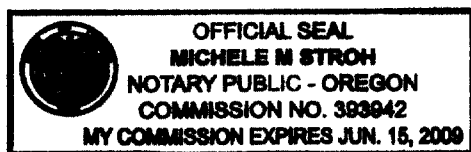
State of OREGON.

County of MULTNOMAH.

Before Me: Michele Stroh
Notary Public for State of Oregon
My Commission expires: June 15, 2009
Residing at: Portland, Oregon

December 21, 2005.

Personally appeared the above named MARK MILLER AND KIMBERLEE K. MILLER and acknowledge the foregoing instrument to be THEIR voluntary act and deed.



Before Me: Michele Stroh
Notary Public for State of Oregon
My Commission expires: June 15, 2009
Residing at: Portland, Oregon