## 2009-010615 Klamath County, Oregon



MY COMMISSION EXPIRES APRIL 8, 2012

Recording Requested by & When Recorded Return to:

US Bank, N.A. 1850 Osborn Avenue Oshkosh, WI 54902 08/06/2009 03:18:29 PM

Fee: \$41.00

4082405

Bank: US Bank National Association

4325 17th Avenue SW

Fargo, ND 58103

# MODIFICATION TO DEED OF TRUST (LINE AGREEMENT)

This Modification modifies a Home Equity Line Agreement and a Deed of Trust. Terms used in this Modification:

Home Equity Line Agreement Modification Date: 6/25/2009

Note Date: 3/24/2006 Maturity Date: 3/23/2031

Account Number ending in: \*\*\*\*6492 Original Credit Limit: \$100,000.00 New Credit Limit: \$70,154.00

My commission expires

Borrowers: (as listed on mortgage) Elwood W Sine and Jill N Sine AKA Elwood Sine and Jill Nelson Sine

The Deed of Trust is described on Exhibit A to this Modification. The Grantors are also listed on Exhibit A.

The Borrowers and the Bank entered into the Home Equity Line Agreement. The Grantors have signed the Deed of Trust securing the Home Equity Line Agreement. The deed of trust Property and other information about the deed of trust are described on Exhibit A.

The Borrowers and the Bank agree that the Home Equity Line Agreement is modified to decrease the Original Credit Limit to the amount of the New Credit Limit as shown above. The Grantors and the Bank agree that the Deed of Trust is modified to secure the entire New Credit Limit on the Home Equity Line Agreement. The maximum principal indebtedness secured by the Deed of Trust as modified by this Modification is the New Credit Limit shown above. There is no additional indebtedness secured by this Modification.

Borrowers and Grantors: Note: Only those persons named as Grantors in Exhibit A have an interest in the Deed of Trust Property and are signing to modify the Deed of Trust. All other signers are signing merely to modify the Date Home Equity Line Agreement Х Date State of Oregon 20 0 9 before me, a notary public, personally appeared known or identified to me 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. OFFICIAL SEAL CIS MC SORLEY Notary Public NOTARY PUBLIC OREGON COMMISSION NO. 426583 Notary printed name

#41 ATE

Recording Requested by & When Recorded Return to: US Bank, N.A. 1850 Osborn Avenue Oshkosh, WI 54902

4082405

Bank: US Bank National Association

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Borrowers and Grantors:

4325 17<sup>th</sup> Avenue SW Fargo, ND 58103

Account Number ending in: \*\*\*\*6492 Original Credit Limit: \$100,000.00 New Credit Limit: \$70,154.00

Borrowers: (as listed on mortgage) Elwood W Sine and Jill N Sine AKA Elwood Sine and Jill Nelson Sine

The Deed of Trust is described on Exhibit A to this Modification. The Grantors are also listed on Exhibit A.

The Borrowers and the Bank entered into the Home Equity Line Agreement. The Grantors have signed the Deed of Trust securing the Home Equity Line Agreement. The deed of trust Property and other information about the deed of trust are described on Exhibit A.

The Borrowers and the Bank agree that the Home Equity Line Agreement is modified to decrease the Original Credit Limit to the amount of the New Credit Limit as shown above. The Grantors and the Bank agree that the Deed of Trust is modified to secure the entire New Credit Limit on the Home Equity Line Agreement. The maximum principal indebtedness secured by the Deed of Trust as modified by this Modification is the New Credit Limit shown above. There is no additional indebtedness secured by this Modification.

Х Note: Only those persons named Elwood W Sine Date as Grantors in Exhibit A have an X interest in the Deed of Trust Property Jill N Sine Date and are signing to modify the X Deed of Trust. All other signers are signing merely to modify the Date **Home Equity Line Agreement** Х Date State of Oregon 20 day of before me, a notary public, personally appeared

known or identified to me 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.

Notary Public

Notary printed name

My commission expires

### U.S. Bank National Association, ND

Signature:

Rhonda Crine, Operations Officer

State of Wisconsin )

SS

County of Winnebago )

This instrument was acknowledged before me on the 25 day of June, 2009, by Rhonda Crine, an Operations Officer of U.S. Bank National Association, ND, a national banking association, on behalf of the association.

Linda Schilling, Notary Public

My Commission Expires on 05/16/2010

# MODIFICATION TO DEED OF TRUST (LINE AGREEMENT) - EXHIBIT A

Deed of Trust - a deed of trust signed, dated and recorded as shown.

Grantors: Elwood W Sine and Jill N Sine AKA Elwood Sine and Jill Nelson Sine

Trustee: US Bank Trust Company, National Association

Beneficiary: US Bank National Association

Deed of Trust Date: 3/24/2006

**Deed of Trust Recording Date:** 4/24/2006 **Recording Office:** Klamath County Oregon

Deed of Trust Recording Information: Document No. M06-07927

### Legal Description of Property:

A parcel of land situated in the State of Oregon, County of Klamath, with a street location address of 4860 Chilly Valley Ln; Klamath Falls, OR 97603-2601 currently owned by Elwood W Sine and Jill N Sine having a tax identification number of 00R598179 and further described as TWP 39 RNG 10 Block Sec 18 Tract SE4NW4 Acres 5.00.

Parcel ID: 00R598179

Property Address: 4860 Chilly Valley Ln, Klamath Falls, OR 97603

#### Certificate No.(Torrens Only):

This instrument drafted by: U.S. Bank National Association ND Attn: Ann K Gurno 920-426-7796 1850 Osborn Avenue Oshkosh, WI 54902

Mail Tax Statements to:

# LEGAL DESCRIPTION EXHIBIT "A"

A tract of land situated in the NW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00 degree 01'10" West, along the West line of said Section 18, 2132.47 feet; thence South 89 degrees 51'42" East 2034.90 feet; thence North 00 degree 00'23" East 404.05 feet to the true point of beginning of this description; thence North 00 degree 00'23" East 404.05 feet to the North line of the SE 1/4 NW 1/4, said Section 18; thence South 89 degrees 59'04" East along said line, 538.50 feet to a point North 89 degrees 59'04" West 30.00 feet from the C-N 1/16 corner, said Section 18; thence South 00 degree 00'23" West, parallel to the East line of the NW 1/4, said Section 18, 404.63 feet; thence North89 degrees 55'23" West 538.50 feet to the True Point of Beginning.

APN: R-3910-018B0-02200-000

(order id # 6082405)