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This instrument prepared by and after recording return to:

DUSTIN WHITE
U.S. BANK N.A.
PD-OR-P7LD COMM'L LOAN SERVICES
555 SW OAK
PORTLAND, OR 97204
8006699749

State of Oregon, County of Klamath
Recorded 11/30/01 3:17 P. m.
Vol M01, Pg 61324-27
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

mtc 55858
AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "**Amendment**"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "**Grantor**"), and U.S. BANK N.A. (the "**Beneficiary**") as of the date set forth below.

RECITALS

A. The Grantor executed and delivered a Trust Deed (the "**Deed of Trust**"), dated JUNE 22, 2001. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in **Exhibit A** hereto if the description does not appear below):

See attached Exhibit A

Real Property Tax I.D. No. 3809020CD00100

- B. The Deed of Trust was recorded in the office of the County Clerk for KLAMATH County, Oregon, on JUNE 28, 2001, as Document ~~M0131181~~ M01-31181.
- C. The Grantor has requested that the Beneficiary permit certain modifications to the Deed of Trust as described below.
- D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. ☒ **Change In Note/Deed of Trust Amount.** If checked here, the reference in the Deed of Trust to "a note or notes dated 06/22/01 and 06/22/01 in the initial principal amount(s) of \$1,737,705.00 and \$340,000.00" is hereby amended and replaced with "note(s) or amended note(s) dated 11/26/01 and 06/22/01 in the initial principal amount(s) of \$ 1,737,705.00".

2. ☐ **Additional Land Granted.** If checked here, the following described real estate (found in **Exhibit B** if the description does not appear below) is added to the definition and/or the description of the real property encumbered by the Deed of Trust so

that, effective as of the date of the execution hereof, such additional real property shall be encumbered by the Deed of Trust in addition to the real property already encumbered thereby:

Real Property Tax I.D. No. _____

3. **Maturity Date.** The maturity date of the Obligations under the Deed of Trust is DECEMBER 15, 2016.

4. **Fees and Expenses.** The Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Grantor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Grantor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Dated as of NOVEMBER 26, 2001

(Individual Grantor)

Printed Name N/A

(Individual Grantor)

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: 

Name and Title: DUSTIN WHITE
VICE PRESIDENT

JOHN C. SCHWEIGER LOVING TRUST DATED DECEMBER 24, 1996

Grantor Name (Organization)

a OREGON TRUST

By: 

Name and Title: JOHN C. SCHWEIGER
TRUSTEE

By: 

Name and Title: _____

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Jackson } ss.

This instrument was acknowledged before me on 11/29/01, by JOHN C. SCHWEIGER
(Date) (Name(s) of person(s))

as TRUSTEE
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of JOHN C. SCHWEIGER LOVING TRUST DATED DECEMBER 24, 1996
(Name of entity on whose behalf the document was executed; use N/A if individual)

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



Elisabeth K. Buck
Printed Name: Elisabeth K. Buck
Title (and Rank): Assistant Relationship Manager
My commission expires: May 11, 2004

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Jackson } ss.

This instrument was acknowledged before me on 11/29/01, by DUSTIN WHITE
(Date) (Name(s) of person(s))

as VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of U.S. BANK N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



Elisabeth K. Buck
Printed Name: Elisabeth K. Buck
Title (and Rank): Assistant Relationship Manager
My commission expires: May 11, 2004

EXHIBIT A TO AMENDMENT TO DEED OF TRUST

8006699749

(Legal Description)

Grantor/Trustor: JOHN C. SCHWEIGER LOVING TRUST DATED DECEMBER 24, 1996

Trustee: U.S. BANK TRUST COMPANY, N.A.

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

That portion of vacated LAKEVIEW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, including streets, street intersections, alleys, lots and blocks, heretofore vacated by Ordinance No. 5531, and within the bounds of the following description:

Beginning at the Northwest corner of Lot 4, Block 36, LAKEVIEW ADDITION to the City of Klamath Falls according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence South along the East line of Biehn Avenue to the North line of Sacramento Street; thence East along the North line of Sacramento Street to the West line of Harrison Avenue to the Northeasterly corner of Block 39 said Lakeview Addition; thence Northwesterly along the Northeast line of said Block 39, extended across Ohio Avenue; thence along the Northeast line of Block 38, extended across Holabird Avenue; thence along the Northeast line of Block 36 to the North line of Lot 4, said Block 36; and thence along the North line of said Lot 4, to the point of beginning, all in said LAKEVIEW ADDITION to the City of Klamath Falls, Oregon.

EXCEPTING THEREFROM Block 44 now vacated and EXCEPTING that portion conveyed to Klamath County by Deed Volume 95, page 518, Deed Records of Klamath County, Oregon, for road purposes.

2626 Biehn Street, Klamath Falls, OR 97601, more fully described in in Exhibit A attached hereto and by reference made a part hereof.