

02 MAR 19 AM 9:03

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This instrument prepared by and after recording return to:

GEORGE J. RISTE

U.S. BANK N.A.

PD-OR-P7LD COMM'L LOAN SERVICES

555 SW OAK

PORTLAND, OR 97204

0013546179

Vol M02 Page 15907

State of Oregon, County of Klamath

Recorded 03/19/2002 9:03 a m.

Vol M02, Pg 15907-15911

Linda Smith, County Clerk

Fee \$ 4/00 # of Pgs 5

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 OCTOBER 12, 1999. 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):

**LOT 5, BLOCK 9, TRACT 1192, FIRST ADDITION TO WASHBURN PARK,
KLAMATH COUNTY, STATE OF OREGON**

REAL PROPERTY ADDRESS: 2960 MAYWOOD DRIVE, KLAMATH FALLS, OR 97601

Real Property Tax I.D. No. 3909-4DD-1600

B. The Deed of Trust was recorded in the office of the County Clerk for KLAMATH County, Oregon, on OCTOBER 20, 1999, as Document NM99 P41790.

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 N/A in the initial principal amount(s) of \$ N/A" is hereby amended and replaced with "note(s) or amended note(s) dated N/A in the initial principal amount(s) of \$ N/A".

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:

15908

Real Property Tax I.D. No. _____

3. ☒ **Change in Maturity Date.** If checked here, the maturity date of the latest of the Obligations to mature, secured by the Deed of Trust is hereby amended to APRIL 1, 2010

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 MARCH 5, 2002

(Individual Grantor)

MAYWOOD PROPERTIES, LLC

Grantor Name (Organization)

a OREGON limited liability company

Printed Name N/A

By SEE ATTACHED SIGNATURE ADDENDUM

(Individual Grantor)

Name and Title

By SEE ATTACHED SIGNATURE ADDENDUM

Printed Name N/A

Name and Title

U.S. BANK N.A.

Beneficiary (Bank)

By:

Name and Title: GEORGE J. RISTE
OFFICER

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

15909

STATE OF _____ }
COUNTY OF _____ } ss.

SEE ATTACHED SIGNATURE ADDENDUM

This instrument was acknowledged before me on _____, by _____
(Date) (Name(s) of person(s))

as _____
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of _____
(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)

Printed Name: _____
Title (and Rank): _____
My commission expires: _____

BENEFICIARY (BANK) NOTARIZATION

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____, by **GEORGE J. RISTE**
(Date) (Name(s) of person(s))

as **OFFICER**
(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)

Printed Name: _____
Title (and Rank): _____
My commission expires: _____

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SIGNATURE ADDENDUM [For Amendment to Deed of Trust

Dated MARCH 5, 2002]

0013546179

MAYWOOD PROPERTIES, LLC

Grantor Name (Organization)

a OREGON limited liability company

By Robert A. StewartBy Sharon MarkgrafName and Title ROBERT A. STEWART
MANAGERName and Title SHARON MARKGRAF
MANAGERBy Marilyn Stewart

By

Name and Title MARILYN STEWART
MANAGER

Name and Title

By Jack Markgraf

By

Name and Title JACK MARKGRAF
MANAGER

Name and Title

STATE OF Oregon }
COUNTY OF Klamath } ss.This instrument was acknowledged before me on 3-11-02 (Date), by ROBERT A. STEWART (Name(s) of person(s))
and MARILYN STEWARTas MANAGER and MANAGER

(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of MAYWOOD PROPERTIES, LLC

(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)

Printed Name: Heather R. CrissTitle (and Rank): Admin.My commission expires: 3-27-2004STATE OF Oregon }
COUNTY OF Klamath } ss.This instrument was acknowledged before me on 3-12-02 (Date), by JACK MARKGRAF and (Name(s) of person(s))
SHARON MARKGRAFas MANAGER and MANAGER

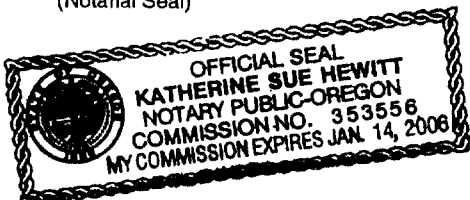
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of MAYWOOD PROPERTIES, LLC

(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)

Printed Name: Katherine Sue HewittTitle (and Rank): NotaryMy commission expires: 1-14-06

[SEE REVERSE SIDE FOR ADDITIONAL NOTARIZATION IF NECESSARY]

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____, by _____
(Date) (Name(s) of person(s))

as _____
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of _____
(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)

Printed Name: _____

Title (and Rank): _____

My commission expires: _____