

02 APR 9 AM 9:16

This instrument prepared by and after recording return to:

GREG RISTE

U.S. BANK N.A.

PD-OR-P7LD COMM'L LOAN SERVICES

555 SW OAK

PORTLAND, OR 97204

0013550288

Vol M02 Page 20752

State of Oregon, County of Klamath

Recorded 04/09/2002 9:16 a m.Vol M02, Pg 20752-56

Linda Smith, County Clerk

Fee \$ 41.00 # of Pgs 5**AMENDMENT TO OREGON LINE OF CREDIT 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 Line of Credit Trust Deed (the "Deed of Trust"), dated JULY 13, 2000. 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. _____

B. The Deed of Trust was recorded in the office of the County Clerk for KLAMATH County, Oregon, on JULY 20, 2000, as Document No. M00-26581.

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 Maximum Principal Amount.** If checked here, the reference in the first page of the Deed of Trust to "The maximum principal amount to be advanced under the Note" is hereby amended and replaced with "The maximum principal amount to be advanced under the Note is \$ _____".

2. ☒ **Change In Note/Deed of Trust Amount.** If checked here, the reference in the Deed of Trust to "a note or notes dated 07/13/00 in the initial principal amount(s) of \$ 200,000.00" is hereby amended and replaced with "note(s) or amended note(s) dated 02/27/02 in the initial principal amount(s) of \$ 200,000.00".

3. ☐ **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:

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Real Property Tax I.D. No. _____

4. ☒ **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 MARCH 31, 2003

5. **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.

6. **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.

7. **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.

8. **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

9. **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 FEBRUARY 27, 2002

(Individual Grantor)

DESERT
LAKE TECHNOLOGIES, LLC

Grantor Name (Organization)

a OREGON limited liability company

Printed Name N/A

By Howard W. Newman

(Individual Grantor)

Name and Title AUTHORIZED SIGNER
MANAGER

By _____

Printed Name N/A

Name and Title _____

U.S. BANK N.A.

Beneficiary (Bank)

By: George Riste

Name and Title: GEORGE RISTE
VICE PRESIDENT

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon } ss.COUNTY OF Klamath }

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This instrument was acknowledged before me on March 19, 2002 by AUTHORIZED SIGNER
(Date) (Name(s) of person(s))as MANAGER

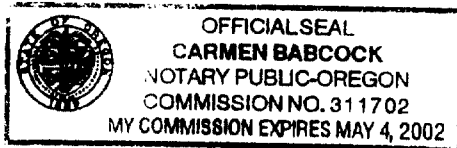
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of LAKE TECHNOLOGIES, 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: CARMEN BABCOCKTitle (and Rank): Notary for State of OregonMy commission expires: 5/4/2002

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon } ss.COUNTY OF Klamath }This instrument was acknowledged before me on March 19, 2002 by GEORGE RISTE
(Date) (Name(s) of person(s))as VICE PRESIDENT

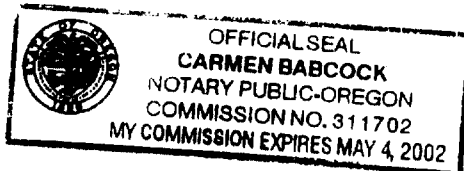
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

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)

Printed Name: CARMEN BABCOCKTitle (and Rank): Notary for State of OregonMy commission expires: 5/4/2002

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EXHIBIT A TO AMENDMENT TO DEED OF TRUST

0013550288

(Legal Description)

Grantor/Trustor: LAKE TECHNOLOGIES, LLC

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

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

Parcel 1 of Land Partition 43-95 situated in Government Lot 1 (NW1/4 NE1/4)
Section 7, Township 40 South, Range 8 East of the Willamette Meridian,
Klamath County, Oregon.

12742 Keno Worden Road, Klamath Falls, OR 97603
APN #s: 619414 & 585272 Account # 4008-00700-00400

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ADDENDUM TO AMENDMENT TO OREGON LINE OF CREDIT TRUST DEED

This Addendum is made part of the Amendment to Oregon Line of Credit Trust Deed (the "Deed of Trust") made and entered into by and between the undersigned borrower (the "Borrower ") and the undersigned bank (the "Bank") as of the date identified below. The warranties, covenants and other terms described below are hereby added to the Agreement.

BORROWER AND BANK AGREE THAT THE "LINE OF CREDIT INSTRUMENT" VERBIAGE ITEM "a" IS HEREBY DELETED.

Dated as of: **FEBRUARY 27, 2002**

DESERT

LAKE TECHNOLOGIES, LLC

Borrower Name (Organization)

An Oregon Limited Liability Company

By *Howard W. Newman*

Name and Title Authorized Signer, Manager

By _____

Name _____ and

Title _____

U.S. BANK NATIONAL ASSOCIATION(Bank)

By *W. J. Riste*

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Name _____ and

Title _____