

03 APR 17 AM 8:25

Vol M03 Page 24355

This instrument prepared by and after recording return to:

BRENT D. GINGERICH  
U.S. BANK N.A.  
COLLATERAL DEPARTMENT  
P. O. BOX 5308  
PORTLAND, OR 97228-5308

5824088198

State of Oregon, County of Klamath  
Recorded 04/17/2003 8:25 A.m.  
Vol M03 Pg 24355-59  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5



### AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by See Signature Addendum (collectively the "Grantor"),  
and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

#### RECITALS

A. The Grantor (or the Grantor's predecessor in interest, if different from the undersigned Grantor) executed a Trust Deed (the "Deed of Trust"), dated FEBRUARY 20, 2003. 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):

Lots 6, 7 and 8 in Block 6 of TRACT 1163 CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Property Address: 2585 Campus Drive Klamath Falls, OR 97601

Real Property Tax I.D. No. 3809-020BD-03400-000

- B. The Deed of Trust was recorded in the office of the County Clerk for KLAMATH County, Oregon, on MARCH 10, 2003, as Document NM03 / 14310.
- 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 phrase in the Deed of Trust "a note or notes dated N/A in the initial principal amount(s) of \$ N/A" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated N/A in the initial principal amount(s) of \$ N/A".

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2: ☒ **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 20, 2008.

3. **Additional Terms.**

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.**

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of MARCH 12, 2003.

(Individual Grantor)

Grantor Name (Organization) N/A

a \_\_\_\_\_

Printed Name See Signature Addendum

By \_\_\_\_\_

Name and Title N/A

(Individual Grantor)

By \_\_\_\_\_

Name and Title N/A

Printed Name \_\_\_\_\_

U.S. BANK N.A.

Beneficiary (Bank)

By: [Signature]

Name and Title: Brent D. Gingerich  
Vice President

[NOTARIZATIONS ON NEXT PAGE]

## GRANTOR NOTARIZATION

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_, by See Signature Addendum  
(Date) (Name(s) of person(s))

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

of 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: \_\_\_\_\_

## BENEFICIARY (BANK) NOTARIZATION

STATE OF Washington }  
 COUNTY OF Whitman } ss.

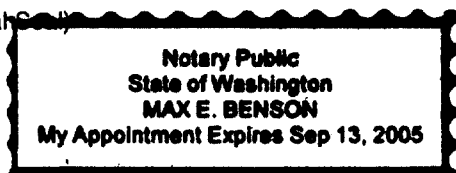
This instrument was acknowledged before me on April 4, 2003, by Brent D. Gingerich  
(Date) (Name(s) of person(s))

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: Max Benson

Title (and Rank): Notary

My commission expires: 9-13-05

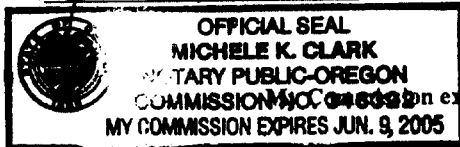
## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On this day before me, the undersigned Notary Public, personally appeared William C. Fidler  
and personally known to me or proved to me on the basis of satisfactory evidence to be the individual described  
in and who executed the foregoing instrument, and acknowledged that he/she signed the said instrument as his/her free and voluntary act and  
deed for the uses and purposes therein mentioned.

Dated: April 7, 2003

By: Michele Clark



Notary Public in and for the

State of Oregon

Residing at 2315 Campus Dr. Klamath Falls OR 97601  
June 9, 2005

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On this day before me, the undersigned Notary Public, personally appeared Gretchen M. Knutson  
and personally known to me or proved to me on the basis of satisfactory evidence to be the individual described  
in and who executed the foregoing instrument, and acknowledged that he/she signed the said instrument as his/her free and voluntary act and  
deed for the uses and purposes therein mentioned.

Dated: 4/7/03

By: Michele Clark



Notary Public in and for the

State of Oregon

Residing at 2315 Campus Dr. Klamath Falls OR 97601  
2005

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this day before me, the undersigned Notary Public, personally appeared \_\_\_\_\_  
and personally known to me or proved to me on the basis of satisfactory evidence to be the individual described  
in and who executed the foregoing instrument, and acknowledged that he/she signed the said instrument as his/her free and voluntary act and  
deed for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Notary Public in and for the

State of \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

## NAME and SIGNATURE ADDENDUM

This Addendum is made a part of the AMENDMENT TO OREGON TRUST DEED made and entered into by and between the undersigned Grantor and U.S. BANK N.A. as of the date identified below.

Date: March 12, 2003

## GRANTOR:

By: Wm. C. Fridinger

William C. Fridinger

By: John C. Gretlein

John C. Gretlein

By: Catherine Gretlein

Catherine Gretlein

By: Gretchen M. Knutson

Gretchen M. Knutson

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

On this day before me, the undersigned Notary Public, personally appeared JOHN C. GRETLEIN and personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the said instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Dated: 3/27/03By: [Signature]

Notary Public in and for the

State of NEVADAResiding at 55 S. VALLA VALLA DR HENDERSONMy Commission expires 1/4/5