

'03 JUN 17 AM 9:14

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This instrument prepared by and after recording return to:

WILLIAM B. HUGHITT

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

7185076448

State of Oregon, County of Klamath

Recorded 06/17/2003 9:14 a. m.

Vol M03 Pg 41249-52

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4



AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by PRAMUKH, L.L.C.

and U.S. BANK N.A. (collectively the "Grantor"),
(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 JUNE 9, 1998. 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):

100 MAIN STREET, KLAMATH FALLS, OREGON 97601, MORE FULLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Real Property Tax I.D. No. 3809-032DB-00900
3809-032DB-00700; 3809-032DB-00800

B. The Deed of Trust was recorded in the office of the County Clerk for KLAMATH County, Oregon, on JUNE 11, 1998, as Document No. M95 / 19918.

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

".

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 JUNE 10, 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 MAY 29, 2003.

(Individual Grantor)

PRAMUKH, L.L.C.

Grantor Name (Organization)

a OREGON limited liability company

Printed Name N/A

By Bakulesh G. Patel

Name and Title BAKULESH G. PATEL MANAGER

(Individual Grantor)

By _____

Printed Name N/A

Name and Title _____

U.S. BANK N.A.

Beneficiary (Bank)

By: William B. Hughitt

Name and Title: **WILLIAM B. HUGHITT**
OFFICER

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

41251

STATE OF Oregon }
 COUNTY OF Clackamas } ss.

This instrument was acknowledged before me on 2 June 2003 (Date), by Bakilesh G. Patel (Name(s) of person(s))

as manager (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
 of PRAMUKH, L.L.C. (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)



Cynthia V. Gregory
 Printed Name: Cynthia V Gregory
 Title (and Rank): Notary Public - Oregon
 My commission expires: 11 July 2008

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
 COUNTY OF Jackson } ss.

This instrument was acknowledged before me on June 9, 2003 (Date), by WILLIAM B. HUGHITT (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)



Sharon N. Schmelzer
 Printed Name: Sharon N. Schmelzer
 Title (and Rank): Assistant Relationship Manager
 My commission expires: 2-14-05

41252

EXHIBIT "A"
DESCRIPTION OF PROPERTY

A tract of land being in Blocks 32 and 33 of "LINKVILLE, OREGON", according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the most Northerly corner of said Block 33; thence S 39°04'30" W 261.69 feet; thence S 41°26'08" E 10.25 feet; thence S 50°41'48" E 83.26 feet; thence S 84°40'38" E 7.27 feet; thence S 43°07'05" E 13.76 feet; thence S 39°11'23" W 69.62 feet; thence N 54°27'41" W 4.80 feet; thence S 38°54'57" W 22.54 feet; thence S 63°41'04" W 30.14 feet; thence S 39°50'51" W 34.61 feet; thence S 25°45'25" W 16.36 feet; thence S 35°52'12" E 16.43 feet; thence S 39°18'22" W 27.24 feet; thence S 03°21'43" W 9.68 feet; thence S 40°35'13" W 73.38 feet; thence N 49°45'45" W 44.43 feet; thence S 36°06'52" W 32.33 feet; thence S 64°31'29" W 13.24 feet, to the Southerly line of said Block 32; thence S 50°55'30" E 10.03 feet, along the Southerly line of said Block 32; thence S 39°04'30" W 26.29 feet, to the Northerly right of way line of Center Street; thence, along the Northerly right of way line of Center Street, S 63°14'30" E 128.34 feet, along the arc of a curve to the left, (radius equals 44.00 feet and central angle equals 77°41'00") 59.66 feet to the Easterly line of said Block 32; thence N 39°04'30" E 543.93 feet to the most Easterly corner of said Block 33; thence N 50°55'30" W 240.00 feet, to the point of beginning;

Being Parcel 2 of Property Line Adjustment 26-97, Klamath County, Oregon.