

'03 AUG 4 PM 12:45

This instrument prepared by and after recording return to:

SHANNON D. HOUCK

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

8643994495

Vol M03 Page 55487

State of Oregon, County of Klamath

Recorded 08/4/2003 12:45 p m

Vol M03 Pg 55487-90

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 SUBURBAN HEIGHTS BAPTIST CHURCH (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 OCTOBER 13, 1995. 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 OCTOBER 18, 1995, as Document No. 7779 Volume M95 Page 28396

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 10/13/95 in the initial principal amount(s) of \$ 60,000.00

" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated 06/12/03 in the initial principal amount(s) of \$ 55,000.00

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 12, 2018.

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 JUNE 12, 2003.

(Individual Grantor)

Printed Name

N/A

(Individual Grantor)

Printed Name

N/A

SUBURBAN HEIGHTS BAPTIST CHURCH

Grantor Name (Organization)

a Oregon Corporation

By

Pastor Bill Swartz
BILL SWARTZ

Name and Title **PASTOR**

By

Marilyn Sprague
MARILYN SPRAGUE

Name and Title **TRUSTEE**

U.S. BANK N.A.

Beneficiary (Bank)

By:

Name and Title:

SHANNON D. HOUCK
OFFICER

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

55489

STATE OF Oregon }
 COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 7-22-03, by BILL SWARTZ and MARILYN SPRAGUE
(Date) (Name(s) of person(s))

as PASTOR and TRUSTEE
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
 of SUBURBAN HEIGHTS BAPTIST CHURCH
(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)



Kristina M. John
 Printed Name: Kristina M. John
 Title (and Rank): Notary Public
 My commission expires: March 7, 2007

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
 COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 7-22-03, by SHANNON D. HOUICK
(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)



Kristina M. John
 Printed Name: Kristina M. John
 Title (and Rank): Notary Public
 My commission expires: March 7, 2007

EXHIBIT A TO AMENDMENT TO DEED OF TRUST

8643994495

(Legal Description)

Grantor/Trustor: SUBURBAN HEIGHTS BAPTIST CHURCH

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

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

SECTION 11, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN,
IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE OF SECTIONS 2 AND 11, TOWNSHIP 39
SOUTH RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, WHICH POINT IS THE
SOUTHEASTERLY CORNER OF TRACT 6 OF BAILEY TRACTS; THENCE WESTERLY ALONG
THE SOUTHERLY LINE OF SAID TRACT 6 AND TRACT 7 OF SAID BAILEY TRACTS,
TO THE SOUTHWESTERLY CORNER OF TRACT 7; THENCE SOUTHERLY ALONG THE EASTERLY
LINE OF KANE STREET TO A POINT WHICH IS THE INTERSECTION OF THE SAID
EASTERLY LINE OF KANE STREET AND THE NORTHEASTERLY RIGHT OF WAY LINE OF
THE O.C. & E. RAILROAD; THENCE SOUTHEASTERLY ALONG THE SAID NORTHERLY LINE
OF SAID RIGHT OF WAY TO THE WESTERLY LINE OF THE HOMEDALE ROAD; THENCE
NORTHERLY ALONG THE WESTERLY LINE OF SAID HOMEDALE ROAD TO THE POINT
OF BEGINNING.

THE REAL PROPERTY DESCRIBED ABOVE IS MORE COMMONLY KNOWN AS:
3052 HOMEDALE ROAD
KLAMATH FALLS, OR 97603