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Vol M04 Page 56503

This instrument prepared by and after recording return to:

Scott M. Nieman  
U.S. BANK N.A.  
COLLATERAL DEPARTMENT  
P. O. BOX 5308  
PORTLAND, OR 97228-5308

0013581580

State of Oregon, County of Klamath  
Recorded 08/25/04 2:24 p m  
Vol M04 Pg 56503-06  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4



Aspen 55794  
**AMENDMENT TO OREGON TRUST DEED**

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by FIRST CHURCH OF THE NAZARENE OF KLAMATH FALLS, OREGON (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 7, 2002. 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

This document is being recorded as an accommodation only. No information contained herein has been verified.  
**Aspen Title & Escrow, Inc.**

Real Property Tax I.D. No. R768048, R872701, R768093

B. The Deed of Trust was recorded in the office of the County Clerk for KLAMATH County, Oregon, on OCTOBER 10, 2002, in Book M02, Page 57937-45, or as Document No. \_\_\_\_\_

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 10/07/02 in the initial principal amount(s) of \$ 90,000.00" is hereby amended and replaced with the phrase "note(s) dated or amended as of 08/12/04 in the principal amount(s) of \$ 110,000.00".

36 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 OCTOBER 31, 2004.

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 AUGUST 12, 2004.

(Individual Grantor)

Printed Name N/A

(Individual Grantor)

Printed Name N/A

**FIRST CHURCH OF THE NAZARENE OF KLAMATH FALLS,  
OREGON**

Grantor Name (Organization)

a Oregon Corporation

By

Bruce Froemke  
Name and Title Secretary

By

Randy Griffith  
Name and Title Board Member

**U.S. BANK N.A.**

Beneficiary (Bank)

By:

Shannon Houck for  
Name and Title: Scott M. Nieman  
Officer

[NOTARIZATIONS ON NEXT PAGE]

## GRANTOR NOTARIZATION

STATE OF Oregon }  
 COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 8/25/04, by Bruce Froemke and Randy Griffith  
(Date) (Name(s) of person(s))

as Secretary and Board Member  
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of FIRST CHURCH OF THE NAZARENE OF KLAMATH FALLS, OREGON  
(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 Babcock  
 Title (and Rank): Banker  
 My commission expires: 5-4-2006

## BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }  
 COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 8/25/04, by Shannon Houck  
(Date) (Name(s) of person(s))

as Manager  
(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 Babcock  
 Title (and Rank): Banker  
 My commission expires: 5-4-2006

## EXHIBIT A TO AMENDMENT TO DEED OF TRUST

0013581580

(Legal Description)

Grantor/Trustor: FIRST CHURCH OF THE NAZARENE OF KLAMATH FALLS, OREGON

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

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

2142 & 2150 CARLSON DRIVE, KLAMATH FALLS, OR 97603, more fully described as follows:

## Parcel I:

A tract of land situated in the Southwest quarter of the Northeast quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of Lot 4, Block 5 of the FIRST ADDITION TO MOYINA MANOR; thence South along the West line of Carlson Drive 100.00 feet; thence South  $89^{\circ}12'22''$  West 110.00 feet; thence North  $00^{\circ}47'38''$  West 100.00 feet; thence North  $89^{\circ}12'22''$  East 110.00 feet to the point of beginning.

## Parcel II:

A portion of the Southeast quarter of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pin which is 30 feet North and 30 feet East of a brass plug marking the intersection of the centerline of the Klamath Falls-Lakeview Highway and a County Road to the North and South along the Section line between Sections 1 and 2, Township 39 South, Range 9 East of the Willamette Meridian; thence East 1320.0 feet to an iron pipe marking the East boundary of a North-South County Road (Patterson St.) and the South boundary of a County Road (Simmers Ave.) to the East; thence along the South boundary of said County Road, to the East, North  $88^{\circ}55'$  East 1352.8 feet to an iron pipe marking the center of said Section 1; thence North  $0^{\circ}58'50''$  West along the North-South centerline of said Section 1, a distance of 791.2 feet to the true point of beginning; thence North along the North-South centerline of Section 1 a distance of 363.5 feet, more or less, to a point that is South along said North-South centerline a distance of 160.00 feet from the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 1; thence West parallel to the North line of the Southeast quarter of the Northwest quarter a distance of 270 feet, more or less, to the East boundary of excepted Parcel #5 in Volume M67 at Page 2640; thence South along the East line of said parcel a distance of 100 feet, more or less, to the Southeast corner thereof; thence West along the South boundary of said Parcel to the centerline of the Enterprise Irrigation Canal; thence Southwesterly along said centerline to a point that is South  $88^{\circ}55'$  West 418.1 feet from the point of beginning; thence North  $88^{\circ}55'$  East 418.1 to the point of beginning.