

2006-017172

Klamath County, Oregon



00002162200600171720040043

08/28/2006 10:12:36 AM

Fee: \$36.00

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

1331535092



AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "**Amendment**"), is made and entered into by Mary A. Cameron (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 MAY 26, 2004. 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. 3809-007C0-06500

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MAY 27, 2004, in Book M04, Page 966, or as Document 3975.

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 05/26/04 in the initial principal amount(s) of \$ 98,000.00

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 08/04/06 in the principal amount(s) of \$ 156,583.00

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 AUGUST 15, 2011

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.

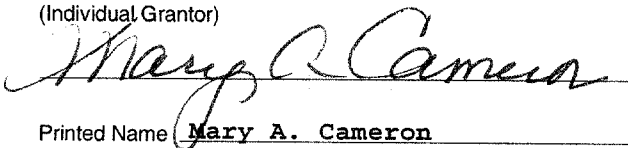
7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

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 4, 2006.

(Individual Grantor)



Printed Name Mary A. Cameron

Grantor Name (Organization) N/A

a _____

By _____

Name and Title N/A

By _____

Name and Title N/A

(Individual Grantor)

Printed Name _____

U.S. BANK N.A.

Beneficiary (Bank)

By: 

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 8-18-06 , by Mary A. Cameron
(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)



Jennifer Scanlan
Printed Name: Jennifer Scanlan
Title (and Rank): Asst. Relationship Manager
My commission expires: 11-13-2009

BENEFICIARY (BANK) NOTARIZATION

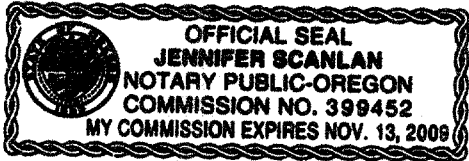
STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 8-18-06 , by Scott M. Nieman
(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)



Jennifer Scanlan
Printed Name: Jennifer Scanlan
Title (and Rank): Asst. Relationship Manager
My commission expires: 11-13-2009

EXHIBIT A TO AMENDMENT TO DEED OF TRUST
(Legal Description)

1331535092

Grantor/Trustor: **Mary A. Cameron**

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

Beneficiary: **U.S. BANK N.A.**

Legal Description of Land:

A parcel of land situated in the NW1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of the New Dalles-California Highway which bears South 89 degrees 49' East a distance of 799.0 feet and South 11 degrees 36' East along said Westerly right-of-way line a distance of 306.29 feet from the West one-quarter corner of said Section 7; thence continuing South 11 degrees 36' East along said right-of-way line a distance of 200.0 feet to the Northeasterly corner of parcel conveyed to Van's Motel by Deed Volume 300, page 270, Records of Klamath County, Oregon; thence South 78 degrees 24' West at right angles to said Highway a distance of 200.0 feet to a point; thence North 11 degrees 36' West, parallel with said highway right-of-way, a distance of 200.0 feet; thence North 78 degrees 24' East a distance of 200.0 feet to the point of beginning.