

2006-023279

Klamath County, Oregon



00009306200600232790040040

11/21/2006 09:41:25 AM

Fee: \$36.00

This instrument prepared by and after recording return to:

Jennifer L. Scanlan
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND, OR 97228-5308

0013581580



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

Real Property Tax I.D. No. R768048; R872701; R765093

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on OCTOBER 10, 2002, in Book _____, Page _____, or as Document 5713745.

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 11/04/06 in the principal amount(s) of \$ 82,999.92

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 NOVEMBER 10, 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 NOVEMBER 4, 2006.

(Individual Grantor)

First Church of the Nazarene of Klamath Falls,
Oregon

Grantor Name (Organization)

a Oregon Corporation

Printed Name N/A

By Keith C. Welch, Sr.

Name and Title Secretary

(Individual Grantor)

By Mark W. Pounds

Name and Title Mark W. Pounds
Chairman of the Board

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: Jennifer L. Scanlan

Name and Title: Jennifer L. Scanlan
Officer

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

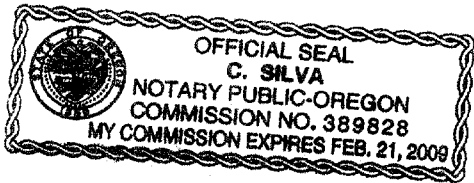
STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on Nov 9th 2006 (Date), by Keith C. Welch, Sr. and Mark W. Pounds (Name(s) of person(s))

as Secretary and Chairman of the Board (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)



C. Silva
Printed Name: C Silva
Title (and Rank): Sales & Service Manager
My commission expires: 2-21-09

BENEFICIARY (BANK) NOTARIZATION

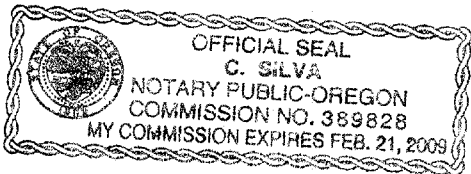
STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on Nov 9th 2006 (Date), by Jennifer L. Scanlan (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)



C. Silva
Printed Name: C Silva
Title (and Rank): Sales & Service Manager
My commission expires: 2-21-09

**EXHIBIT A TO DEED OF TRUST
(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:

The property commonly known as: 2142 & 2150 CARLSON DRIVE KLAMATH FALLS OR KLAMATH COUNTY more fully described as follows:

A tract of land situated in the SW 1/4 NE 1/4 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° 12' 22" West 110.00 feet; thence North 00° 47' 38" West 100.00 feet; thence North 89° 12' 22" East 110.00 feet to the point of beginning.

Subject to a 16 foot utility easement on the West side of the above described property.

Being the same property conveyed to First Church of the Nazarene, an Oregon corporation, from Hilton R. Thomas, a single man, by Quit Claim Deed dated October 22, 1973, and recorded November 19, 1973 in Instrument No. 83587.

AND

A portion of the SE 1/4 NW 1/4 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, Twp. 39 South, Rge. 9 E.W.M.; thence East 1320.0 feet to an iron pipe marking the East boundary of a North-South County Road (Patterson Street) 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 degrees 55' East 1352.8 feet to an iron pipe marking the center of said Section 1; thence North 0 degrees 58'50" West along the North-South centerline of said Section 1, a distance of 291.2 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 160.0 feet from the Northeast corner of SE 1/4 NW 1/4 of said Section 1; thence West parallel to the North line of SE 1/4 NW 1/4 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 degrees 55' West 418.1 feet from the point of beginning; thence North 88 degrees 55' East to the point of beginning.

Being the same property conveyed to First Church of the Nazarene from George F. Crain and Dorothy Lucille Crain, husband and wife, and Charles Allen Fisher and Marylou Fisher, husband and wife, and Chauncey Allen Fisher and Florence M. Fisher, husband and wife, by Warranty Deed dated March 6, 1968, and recorded March 6, 1968 in Instrument No. 76628.