

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

0013610546

2007-010007

Klamath County, Oregon



00023881200700100070040043

06/05/2007 08:28:19 AM

Fee: \$36.00



AMENDMENT TO OREGON LINE OF CREDIT TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Greensprings Property, LLC (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 Line of Credit Trust Deed (the "Deed of Trust"), dated APRIL 24, 2006. 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. R53977

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MAY 1, 2006, in Book _____, Page _____, or as Document No. 06-08435

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 Maximum Principal Amount.** If checked here, the reference in the first page of the Deed of Trust to "The maximum principal amount to be advanced under the Note" is hereby amended and replaced with "The maximum principal amount to be advanced under the Note is \$ 141,076.00".

2. ☒ **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated 04/24/06 in the initial principal amount(s) of \$ 416,000.00"

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 05/01/07 in the principal amount(s) of \$ 141,076.00"

3. ☒ **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 MAY 1, 2008

4. **Additional Terms.**

5. **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.

6. **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.

7. **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.

8. **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.

9. **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 1, 2007

(Individual Grantor)

Printed Name

N/A

(Individual Grantor)

Printed Name

N/A

Greensprings Property, LLC

Grantor Name (Organization)

a Oregon Limited Liability company

By

Name and Title **Kieth C. Welch, Sr.**

Member

By

Name and Title

U.S. BANK N.A.

Beneficiary (Bank)

By:

Name and Title:

Jennifer L. Scanlan
Officer

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

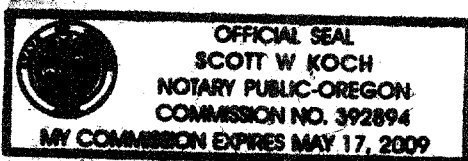
STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 25th May 2007, by Kieth C. Welch, Sr.
(Date) (Name(s) of person(s))

as Member (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of Greensprings Property, LLC (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)



Scott W. Welch
Printed Name: Scott W. Welch
Title (and Rank): Notary
My commission expires: 5/17/09

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 25th May 2007, by Jennifer L. Scanlan
(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)



Scott W. Welch
Printed Name: Scott W. Welch
Title (and Rank): Notary
My commission expires: 5/17/2009

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

Grantor/Trustor: Greensprings Property, LLC

Trustee: U.S. Bank Trust Company, N.A.

Beneficiary: U.S. Bank N.A.

Legal Description of Land:

2962 Greensprings Drive, Klamath Falls, OR 97601

A portion of the NW 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the section line which lies 1,254.57 feet North 0° 43' West along the section line from the iron pin which marks the quarter section corner common to Sections 7 and 8, Township 39 South, Range 9 East of the Willamette Meridian, in Klamath County, State of Oregon and running thence South 45° 09 1/2' East a distance of 366.7 feet to an iron pin which lies on the Northerly right of way line of the Weed-Klamath Falls Highway, 30 feet Northwesterly at right angles from the center of the Highway; thence North 44° 50 1/2' East along the Northerly right of way line of the Weed-Klamath Falls Highway a distance of 140 feet to an iron pin; thence North 45° 09 1/2' West a distance of 330 feet to a point; thence South 44° 50 1/2' West 20 feet to a point; thence North 45° 09 1/2' West a distance of 159.36 feet to an iron pin which lies on the section line; thence South 0° 43' East along the section line a distance of 171.38 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion lying within the boundaries of The Dalles-California Highway, Westside By-Pass, U.S. Highway No. 97 and State Highway No. 140.

CODE 004 MAP 3909-008BC TL 00300 KEY# 539377