

2007-014243

Klamath County, Oregon



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08/13/2007 03:10:36 PM

Fee: \$31.00

When Recorded Return To:

Kevin Ridings  
Vice President  
U.S. Bank National Association  
PD-OR-P5SA  
P.O. Box 3108  
Portland, Oregon 97208

### AMENDMENT OF TRUST DEED

Date: July <sup>th</sup>30, 2007

Grantor: CAMCO DEVELOPMENT AND CONSTRUCTION, INC., whose address is 2795 Anderson Avenue, Suite 120, Klamath Falls, Oregon 97603

Beneficiary: U.S. BANK NATIONAL ASSOCIATION, whose address is 555 S.W. Oak, Portland, Oregon 97204

### RECITALS

A. Grantor executed and delivered to Beneficiary an Oregon Trust Deed, Security Agreement, and Assignment of Rents and Leases dated November 7, 2006, and recorded on November 9, 2006, as document No. 2006-022484 in the real property records of Klamath County, Oregon (as amended, the "Trust Deed"), granting an interest in the real property described as follows:

Lots 5 and 6, Block 19, and Lots 11 and 12, Block 20, SECOND ADDITION TO THE CITY KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon

B. The Trust Deed secures payment of, among other things, credit facilities provided by Beneficiary for the benefit of Grantor.

C. Grantor, among others, has requested that Beneficiary provide certain accommodations regarding the existing credit facilities. Beneficiary is willing to make these accommodations provided that, among other things, Grantor executes this amendment.

### AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1. Amendment. The Trust Deed is hereby amended by revising the

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first part of paragraph 1.3 to be as follows:

**"Obligations"** means all loans by Beneficiary to Camco Development and Construction, Inc., evidenced by a note or notes dated November 7, 2006, April 19, 2006, and February 22, 2006, in the initial principal amounts of \$257,000, \$55,000, and \$80,000, respectively, and any extensions, renewals, restatements, and modifications thereof and all principal, interest, fees, and expenses related thereto (collectively, the "Note"); . . . ."

2. Continuing Validity. Except as expressly modified by this amendment, the terms of the Trust Deed remain unchanged and in full force and effect. Consent by Beneficiary to this amendment does not waive Beneficiary's right to require strict performance of the Trust Deed, as changed above, nor does it obligate Beneficiary to agree to any further amendments.


**UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY BENEFICIARY CONSIDERING LOANS AND OTHER CREDIT EXTENSIONS THAT ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.**

**GRANTOR:**  
**CAMCO DEVELOPMENT AND**  
**CONSTRUCTION, INC.**

**BENEFICIARY:**  
**U.S. BANK NATIONAL ASSOCIATION**

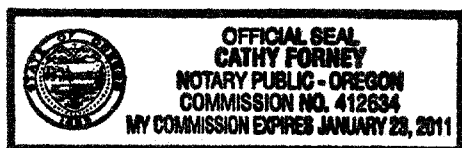
*Barbara A. Waltman*  
Barbara A. Waltman  
President

  
Kevin Ridings  
Vice President

  
Michael R. Waltman, Jr.  
Vice President

STATE OF OREGON )  
COUNTY OF *Lincoln* ) SS

This instrument was acknowledged before me on 07/30/07, 2007, by Barbara A. Waltman as President and Michael R. Waltman, Jr., as Vice President of Camco Development and Construction, Inc.



Cathy Loring  
Notary Public for Oregon  
My commission expires: 01/23/2011

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Jean M. Miran

My commission expires: 5-21-09

