

2008-004161

Klamath County, Oregon



00042788200800041610040049

03/27/2008 08:11:52 AM

Fee: \$36.00

This instrument prepared by and after recording return to:

Noah G. Stockton  
U.S. BANK N.A.  
COLLATERAL DEPARTMENT  
P. O. BOX 5308  
PORTLAND, OR 97228-5308

4198096667



## AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by International Church of the Foursquare Gospel (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 3, 2007. 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):

6100 Church Hill Drive, Klamath, OR, more fully described as follows:

That Portion of Parcel 3 of Major Land Partition 22-91, Klamath County, Oregon, lying Northeasterly of Foothills Boulevard and subject to Property Adjustments 24-99 and 20-01, Klamath County, Oregon.

Real Property Tax I.D. No. Tax Map 3809-36BB, Lots 102 and 300, Tax Map 3809-36BC, Lot 100

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MAY 22, 2007, in Book \_\_\_\_\_, Page \_\_\_\_\_, or as Document No. 2007009277

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 05/03/07 in the initial principal amount(s) of

\$2,500,000.00

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 03/06/08 in the principal amount(s) of \$ 3,000,000.00

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 \_\_\_\_\_.

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 MARCH 6, 2008.

(Individual Grantor)

International Church of the Foursquare Gospel

Grantor Name (Organization)

a California Corporation

Printed Name

N/A

By 

Name and Title Sterling Brackett, Secretary-Treasurer

(Individual Grantor)

By 

Name and Title Tim J. Baskin, Asst. Secretary

Printed Name

N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: 

Name and Title: Noah G. Stockton  
Assistant Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, (Date) (Name(s) of person(s))

as \_\_\_\_\_ (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")  
of International Church of the Foursquare Gospel (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)

SEE ATTACHED

Printed Name: \_\_\_\_\_  
Title (and Rank): \_\_\_\_\_  
My commission expires: \_\_\_\_\_

BENEFICIARY (BANK) NOTARIZATION

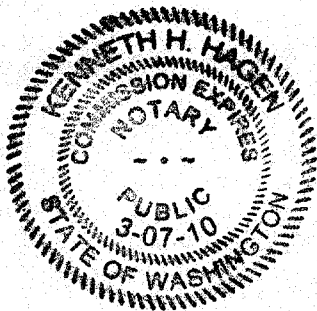
STATE OF Washington }  
COUNTY OF King } ss.

This instrument was acknowledged before me on March 10 2008, by Noah G. Stockton (Date) (Name(s) of person(s))

as Assistant Vice President (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)



Kenneth H. Hagen  
Printed Name: Kenneth H. Hagen  
Title (and Rank): ASSISTANT VICE PRESIDENT Notary  
My commission expires: 3/7/10

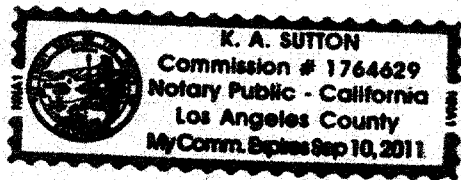
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On March 7, 2008 before me, K.A. SUTTON, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Sterling Brackett and Tim J. Baskin  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature K.A. Sutton  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: AMD TO OREGON TRUST DEED

Document Date: 3/6/2008 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Sterling Brackett

- ☐ Individual  
☒ Corporate Officer — Title(s): Sec-Treas  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: KFG  
Klamath Falls, OR  
# 30991

Signer's Name: Tim J. Baskin

- ☐ Individual  
☒ Corporate Officer — Title(s): ASST. SECRETARY  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: ICFG  
Klamath Falls  
# 30991