

2009-000759

Klamath County, Oregon



00059090200900007590040040

01/22/2009 11:49:49 AM

Fee: \$36.00

This instrument prepared by and after recording return to:

George J. Riste

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

0013616030

ATE 64797



AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Merit's Service Center
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 Trust Deed (the "Deed of Trust"), dated JUNE 12, 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):

Property is known as 1407 Owens St., Klamath Falls, OR 97601
more fully described on attached **Exhibit A**

Real Property Tax I.D. No. 631668

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon,
on JUNE 13, 2007, in Book _____, Page _____, or as Document 2007-010701

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 06/12/07 in the initial principal amount(s) of \$920,000.00

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 01/16/09 in the principal amount(s) of \$ 920,000.00

ATE 36

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 JANUARY 16, 2014

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 _____.

(Individual Grantor)

Merit's Service Center LLC

Grantor Name (Organization)

a Oregon limited liability company

Printed Name N/A

By David J. McNiven

Name and Title David J. McNiven
Managing Member

(Individual Grantor)

By Kay D. McNiven

Name and Title Kay D. McNiven
Managing Member

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: George J. Riste

Name and Title: George J. Riste
Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on January 15, 2009 (Date), by David J. McNiven and Kay D. McNiven (Name(s) of person(s))

as Managing Member and Managing Member (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of Merit's Service Center 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)



Marna Batsell
Printed Name: Marna Batsell
Title (and Rank): Personal Banker
My commission expires: Aug 5, 2011

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on January 15, 2009 (Date), by George J. Riste (Name(s) of person(s))

as 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)



Marna Batsell
Printed Name: Marna Batsell
Title (and Rank): Personal Banker
My commission expires: Aug 5, 2011

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

Grantor/Trustor: Merit's Service Center LLC

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

Beneficiary: U.S. Bank N.A.

Legal Description of Land:

PARCEL 1:

All of Lot 8, and all of Lot 7, LESS the East 40 feet of the South 34 feet of said Lot 7, Block 203, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

PARCEL 2:

Lot 8, Block 203, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

PARCEL 3:

A portion of Lot 7, Block 203, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of Lot 7 in Block 203 of MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, and running thence Northerly along the East line of said Lot a distance of 34 feet to a point; thence Westerly parallel with the South line of said Lot a distance of 40 feet; thence Southerly a distance of 34 feet to the South line of said Lot; thence East a distance of 40 feet to the point of beginning.

CODE 001 MAP 3800-033DC TL 05700 KEY #631668