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2009-008971

Klamath County, Oregon



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06/30/2009 12:15:58 PM

Fee: \$61.00

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

WELLS FARGO BANK, NATIONAL
ASSOCIATION
Commercial Real Estate Services
1300 SW Fifth Avenue
MAC P6101-121
Portland, Oregon 97201
Attention: George Horton

(Space Above For Recorder's Use)

**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE
FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS**

NAME OF GRANTOR: JAMES L. THOMPSON FAMILY LIMITED PARTNERSHIP

NAME OF TRUSTEE: AMERITITLE KLAMATH FALLS, as Trustee

**NAME OF
BENEFICIARY:** WELLS FARGO BANK, NATIONAL ASSOCIATION

**ASSESSOR'S
PROPERTY TAX
PARCEL ACCOUNT
NUMBER(S):**

R-3909-004DD-01000-000; R-3909-004DD-00300-000; R-3909-
004DD-00400-000; R-3909-003CC-00200-000; R-3909-003CC-
00201-000

56 Amt

**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE
FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS**

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), is made and entered into as of the 10th day of June, 2009, by and between JAMES L. THOMPSON FAMILY LIMITED PARTNERSHIP, an Oregon limited partnership (the "**Grantor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "**Beneficiary**").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Loan Agreement dated as of November 17, 2003 (the "**Loan Agreement**") the Beneficiary made a real estate loan to the Grantor in the original principal amount of \$2,200,000 (the "**Loan**"); and

WHEREAS, the Loan was evidenced by that certain Real Estate Note dated as of November 17, 2003, in the original principal amount of \$2,200,000 executed by the Grantor in favor of the Beneficiary (the "**Original Note**"); and

WHEREAS, the Original Note was secured by, among other things, that certain Deed of Trust, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated November 17, 2003 (the "**Deed of Trust**"), executed by the Grantor in favor of the Beneficiary, encumbering the property legally described on Exhibit A attached hereto; and

WHEREAS, the Deed of Trust was filed of record in Official Records of Klamath County, State of Oregon, on November 18, 2003, in Vol M03, Page 85279-85298; and

WHEREAS, there is currently outstanding under the Original Note the principal amount of \$1,585,833.78, together with accrued interest thereon; and

WHEREAS, pursuant to that certain Amendment Agreement of even date herewith, by and among, among others, the Beneficiary and the Grantor, the Beneficiary agreed to loan the Grantor an additional sum of \$500,000 (the "**Additional Advance**"); and

WHEREAS, to reflect the foregoing, the Grantor executed and delivered to the Beneficiary that certain Amended and Restated Real Estate Note of even date herewith in the original principal amount of \$2,085,833.78 (the "**Amended and Restated Note**"), which amends and restates amounts outstanding under the Original Note and reflects the amount of the Additional Advance; and

WHEREAS, the Grantor and the Beneficiary desire to enter into this Amendment to reflect the foregoing.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amounts secured by the Deed of Trust shall now be evidenced by the Original Note, as amended and restated pursuant to the terms of the Amended and Restated Note. Any and all references in the Deed of Trust to the “Note” shall mean and refer to the Original Note, as amended and restated pursuant to the terms of the Amended and Restated Note.

2. The amounts outstanding under the Amended and Restated Note shall be due and payable in full on June 1, 2014.

3. Except as expressly amended herein, the Deed of Trust shall be and remain in full force and effect in accordance with its original terms.

4. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Amendment as of the day and year first above written.

GRANTOR:

**JAMES L. THOMPSON FAMILY
LIMITED PARTNERSHIP**

By: James J. Thompson
Its: General Partner

STATE OF AZ)
COUNTY OF Maricopa) ss.

On this 0th day of June, 2009, before me Loril L. Wacaser, personally appeared James Thompson known or identified to me (or proved to me on the oath of _____) to be the * of **JAMES L. THOMPSON FAMILY LIMITED PARTNERSHIP**, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such company executed the same.

Seri L. Wacaser
NOTARY PUBLIC
Residing at Scottsdale, AZ
My Commission Expires _____



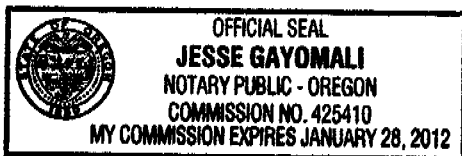
BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: *George Douglas Horton Jr.*
Its: VICE PRESIDENT

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 29th day of June, 2009, by GEORGE DOUGLAS HORTON JR., the VICE PRESIDENT of Wells Fargo Bank, National Association a national banking association, for and on behalf of said association.



Jesse Gayomali
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A. (JJH)
Suite 3500
225 South Sixth Street
Minneapolis, Minnesota 55402

3231-458
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[SIGNATURE PAGE TO AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS]

EXHIBIT A

(Legal Description)

PARCEL 1

A tract of land situate in Lot 4, Block 6, TRACT 1080, WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at a point on the East line of said Lot 4 which bears North 0 degrees 04' 50" East a distance of 51.29 feet from the iron pin marking the Southeast corner of said Lot 4; thence West a distance of 249.36 feet to a point; thence North 0 degrees 09' 45" East a distance of 379.06 feet, more or less, to the North line of said Lot 4; thence South 89 degrees 55' 10" East a distance of 248.82 feet to the iron pin marking the Northeast corner of said Lot 4; thence South 0 degrees 04' 50" West along said East line of Lot 4 a distance of 378.71 feet, more or less, to the point of beginning.

(Affects 3909-004DD, Tax Lot 300)

PARCEL 2

A tract of land situated in Lots 4 and 5, Block 6, Tract 1080, WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the East corner common to said Lots 4 and 5; thence South 00 degrees 04' 50" West, along the Westerly line of Washburn Way, 123.71 feet; thence West 249.61 feet; thence North 00 degrees 09' 45" East 175.00 feet; thence East 249.36 feet to said Westerly line of Washburn Way; thence South 00 degrees 04' 50" West 51.29 feet to the point of beginning, containing 1.00 acre (43,600 square feet) with bearings based on the subdivision plat of said Tract 1080, WASHBURN PARK.

(Affects 3909-004DD, portion Tax Lot 400)

PARCEL 3

Lot 3, Block 5, Tract 1080, WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(Affects 3909-003CC, Tax Lots 200 and 201)

PARCEL 4

The Southerly 220 feet of Lot 3 in Block 6 of TRACT 1080, WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(Affects 3909-004DD, Tax Lot 1000)

PARCEL 5

A tract of land situated in Lot 5, Block 6, Tract 1080, WASHBURN PARK, a duly recorded subdivision, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Lot 5; thence West along the North line of Hilyard Avenue, 194.04 feet; thence North 00 degrees 09' 45" East, 50.00 feet; thence West, 50.00 feet; thence North 00 degrees 09' 45", 354.06 feet to a point on the North line of said Lot 5 and being the True Point of Beginning of this description; thence North 89 degrees 55' 10" West, 210.57 feet to the Northwest corner of Lot 5; thence South 00° 04' 50" West, 124.36 feet along the West line of said Lot 5; thence leaving the West line of said Lot 5, East, 210.39 feet; thence North 00 degrees 09' 45" East, 124.06 feet to the True Point of Beginning, with bearings based on the subdivision plat of said Tract 1080, WASHBURN PARK.

(Affects 3909-004DD, portion Tax Lot 400)