

2009-009037

Klamath County, Oregon



00068749200900090370040048

07/01/2009 11:58:02 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

0013619893

ATE 65669



AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "**Amendment**"), is made and entered into by Sherrills Properties 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 APRIL 30, 2008. 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. _____

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MAY 12, 2008, in Book _____, Page _____, or as Document 2008-006933

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 04/30/08 in the initial principal amount(s) of \$464,957.00

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 06/22/09 in the principal amount(s) of \$ 461,420.78

"

ATE 65669

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 AUGUST 10, 2013

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 JUNE 22, 2009

(Individual Grantor)

Sherrills Properties LLC

Grantor Name (Organization)

a Oregon limited liability company

Printed Name N/A

By Terry D. Sherrill

Name and Title Terry D. Sherrill
Member

(Individual Grantor)

By Janet R. Sherrill

Name and Title Janet R. Sherrill
Member

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: Dee Dee L. Banks

Name and Title: George J. Riste Dee Dee L. Banks
Vice President Relationship manager

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

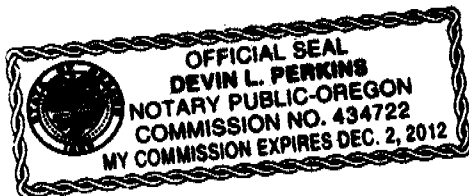
STATE OF Oregon }
COUNTY OF Clatsop } ss.

This instrument was acknowledged before me on June 29th 2009, by Terry D. Sherrill and Janet R. Sherrill
(Date) (Name(s) of person(s))

as Member and Member Terry D. Sherrill Janet R. Sherrill
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of Sherrills Properties 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)



Devin L. Perkins
Printed Name: Devin Perkins
Title (and Rank): Personal Banker
My commission expires: 12-2-2012

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Clatsop } ss.

This instrument was acknowledged before me on June 29th 2009, by George J. Biale Dec Lee L. Biale
(Date) (Name(s) of person(s))

as Member & Biale
(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)



Devin L. Perkins
Printed Name: Devin Perkins
Title (and Rank): Personal Banker
My commission expires: 12-2-2012

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

Grantor/Trustor: Sherrills Properties LLC

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

Beneficiary: U.S. Bank N.A.

Legal Description of Land:

Property located at: 2727 & 2759 South 6th Street, Klamath Falls, OR 97603

PARCEL 1:

The following described parcel as situate in the NW 1/4 of the NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running; thence South 0° 00 1/2' East, 826.8 feet, more or less, along the West line of said Section 3, to its intersection with a line parallel to and 75.0 feet distance from (when measured at right angles to) the centerline of Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South 55° 52 1/2' East, parallel to said centerline of South Sixth Street, 601.2 feet, more or less, to the true point of beginning; thence North 34° 07 1/2' East 100 feet; thence South 55° 52 1/2' East, 100.0 feet; thence South 34° 07 1/2' West, 100.00 feet; thence North 55° 52 1/2' West, 100 feet to the point of beginning.

PARCEL 2:

The following described parcel as situate in the NW 1/4 of the NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 0° 00 1/2' East 826.8 feet, more or less, along the West line of said Section 3 to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the centerline of the Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South 55° 52 1/2' East parallel to said centerline of South Sixth Street, 601.2 feet; thence North 34° 07 1/2' East, 100 feet to the point of beginning; thence continuing North 34° 07 1/2' East, 75 feet; thence South 55° 52 1/2' East 100 feet; thence South 34° 07 1/2' West 75 feet; thence North 55° 52 1/2' West 100 feet to the point of beginning.

PARCEL 3:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 0° 00 1/2' East 826.8 feet, more or less, along the West line of said Section 3 to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the centerline of Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South 55° 52 1/2' East, parallel to said centerline of South Sixth Street, 601.2 feet, more or less, to the true point of beginning of the description; thence North 34° 07 1/2' East a distance of 175 feet; thence North 55° 52 1/2' West 126 feet; thence South 34° 07 1/2' West 175 feet; thence South 55° 52 1/2' East 126 feet to the point of beginning.

CODE 001 MAP 3909-003BB TL 01400 KEY #526247

CODE 001 MAP 3909-003BB TL 01200 KEY #526229

CODE 001 MAP 3909-003BB TL 01300 KEY #685663