

2009-012626

Klamath County, Oregon



00073067200900126260050053

09/24/2009 08:44:31 AM

Fee: \$41.00

This instrument prepared by and after recording return to:

Joseph F. Corff

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

0013608128



AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Gallica Four/KF 24, 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 FEBRUARY 28, 2006. 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. 3909-011BD-00800-000
3909-011AC-04100-000; 3909-011DB-00100-000

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MARCH 21, 2006, in Book M06, Page 05501, or as Document No. N/A

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 02/28/06 in the initial principal amount(s) of \$1,715,000.00

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 08/20/09 in the principal amount(s) of \$ 1,715,000.00"

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 MARCH 31, 2010.

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 AUGUST 20, 2009.

(Individual Grantor)

Gallica Four/KF 24, LLC

Grantor Name (Organization)

a Washington limited liability company

Printed Name N/A

By William D. Huyette, Member

Name and Title William D. Huyette, Member

(Individual Grantor)

By

Name and Title

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By:

Name and Title: Joseph F. Corff
Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

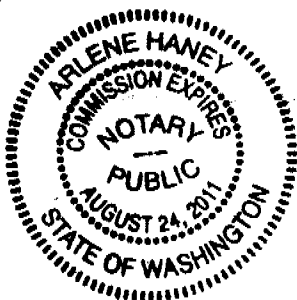
STATE OF Washington }
COUNTY OF Clark } ss.

This instrument was acknowledged before me on Sept. 4, 2009, by William D. Huyette
(Date) (Name(s) of person(s))

as Member
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of Gallica Four/KF 24, 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)



Arlene Haney
Printed Name: Arlene Haney
Title (and Rank): Notary Public
My commission expires: August 24, 2011

BENEFICIARY (BANK) NOTARIZATION

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____, by Joseph F. Corff
(Date) (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)

Printed Name: _____
Title (and Rank): _____
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

} ss.

On this the

8/26/09
Date

, before me,

ALICE LEE as Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

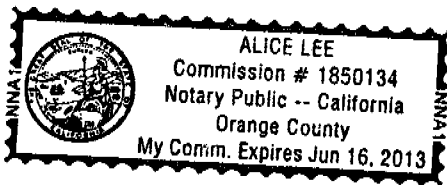
personally appeared

Joseph Francis CORTEZ
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]
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:

Amendment TO OREGON TRUST Deed / Addition Four

Document Date:

8/26/09

Number of Pages:

5

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual

☐ Corporate Officer - Title(s):

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer - Title(s):

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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

Grantor/Trustor: Gallica Four/KF 24, LLC

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

Beneficiary: U.S. Bank N.A.

Legal Description of Land:

The land is located in Klamath Falls, OR 97601 more fully described as:

PARCEL 1:

Lot 8 in Block 3 of CASCADE PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

The N 1/2 N 1/2 NW 1/4 SE 1/4 SW 1/4 NE 1/4, Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying South and West of the U.S.R.S. Main Irrigation Canal and lying East of the U.S.B.R. A-2 1/2 Lateral. EXCEPTING THEREFROM that part of the above described tract lying within Homedale Road.