

2010-000244

Klamath County, Oregon



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01/07/2010 02:42:35 PM

Fee: \$52.00

This instrument prepared by and after recording return to:

Richard D. Clark

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

0935534501

AMENDMENT TO OREGON TRUST DEED



This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Richard F. Bogatay and Robert J. Bogatay (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 28, 2009. 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. R413653 and R413644

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MAY 8, 2009, in Book N/A, Page N/A, or as Document 2009006572

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

\$ N/A in the initial principal amount(s) of \$ N/A

" is hereby amended and replaced with the phrase "note(s) dated or amended as of N/A in the principal amount(s) of \$ N/A

F52-

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 15, 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.

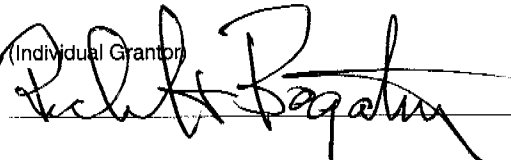
7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

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 DECEMBER 28, 2009.

(Individual Grantor)

  
Printed Name Richard F. Bogatay

Grantor Name (Organization) N/A

a \_\_\_\_\_


By \_\_\_\_\_

Name and Title N/A

By \_\_\_\_\_

Name and Title N/A

(Individual Grantor)

  
Printed Name Robert J. Bogatay

U.S. BANK N.A.

Beneficiary (Bank)

By: 

Name and Title: Richard D. Clark W. B. HUGHETT  
Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

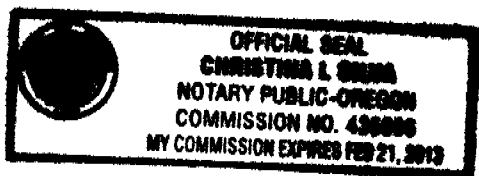
STATE OF Oregon }  
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 12-30-09, by Richard F. Bogatay and Robert J. Bogatay  
(Date) (Name(s) of person(s))

as individuals  
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")  
of 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)



Christina L Silva  
Printed Name: Christina L Silva  
Title (and Rank): Credit Assistant  
My commission expires: 2-21-13

BENEFICIARY (BANK) NOTARIZATION

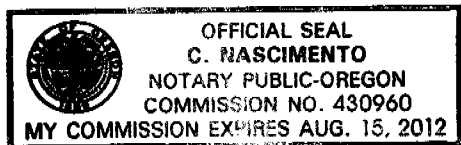
STATE OF Oregon }  
COUNTY OF Jackson } ss.

This instrument was acknowledged before me on 01/04/10, by Richard D. Clark William B. Hughitt  
(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)



C. Nascimento  
Printed Name: C. Nascimento  
Title (and Rank): notary  
My commission expires: 8-15-2012

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

Grantor/Trustor: Richard F. Bogatay and Robert J. Bogatay

Trustee:

Beneficiary: U.S. Bank N.A.

Legal Description of Land:

The land is known as 135 S 9<sup>th</sup> Street and 919 Klamath Avenue, Klamath Falls, OR 97601 more fully described as:

**PARCEL 1:**

LOTS 4 AND 5 IN BLOCK 49 OF NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, SAVING AND EXCEPTING THEREFROM THE NORTHWESTERLY 7 FEET OF SAID LOTS 4 AND 5 AS DESCRIBED IN DEED FROM RALPH H. ROSS ET AL., TO CITY OF KLAMATH FALLS, OREGON, DATED APRIL 3, 1922, RECORDED OCTOBER 16, 1923 IN VOLUME 63 OF DEEDS, PAGE 67, RECORDS OF KLAMATH COUNTY, OREGON, FOR ALLEY.

ALSO THAT PORTION OF LOT 3 IN BLOCK 49 OF NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, 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 MOST SOUTHERLY CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE MOST WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 113 FEET TO THE SOUTHEASTERLY LINE OF AN ALLEY DESCRIBED IN BOOK 63 AT PAGE 67 OF DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID ALLEY A DISTANCE OF 50 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH, AND 50 FEET DISTANT AT RIGHT ANGLES FROM THE MOST WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 113 FEET TO THE MOST SOUTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3 A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.