

2010-003420

Klamath County, Oregon



00081396201000034200040048

03/17/2010 02:35:30 PM

Fee: \$52.00

This instrument prepared by and after recording return to:

Dee D. Bowles
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND, OR 97228-5308

0013599269

ATE 59943
AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Harry M. Erl and Janet S. Erl (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 SEPTEMBER 3, 2004. 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. R372224

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on SEPTEMBER 13, 2004, in Book M-04, Page 60845-53, or as Document No. _____

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

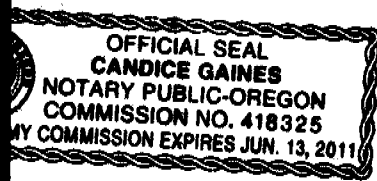
In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. ☒ **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated 09/03/04 in the initial principal amount(s) of \$160,000.00" is hereby amended and replaced with the phrase "note(s) dated or amended as of 03/03/10 in the principal amount(s) of \$ 136,163.83".

ATE 52

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 1, 2015

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 MARCH 3, 2010

(Individual Grantor)

[Signature]

Printed Name Harry M. Erl

Grantor Name (Organization) N/A

a _____

By _____

Name and Title N/A

By _____

Name and Title N/A

(Individual Grantor)

[Signature]

Printed Name Janet S. Erl

U.S. BANK N.A.

Beneficiary (Bank)

By: [Signature]

Name and Title: Dee D. Bowles
Officer



[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } SS.

This instrument was acknowledged before me on March 12, 2010, by Harry M. Erl and Janet S. Erl
(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)



Printed Name: Candice Gaines

Title (and Rank): Notary Republic

My commission expires: June 13, 2011

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } SS.

This instrument was acknowledged before me on March 12, 2010, by Dee D. Bowles
(Date) (Name(s) of person(s))

as Officer

(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.

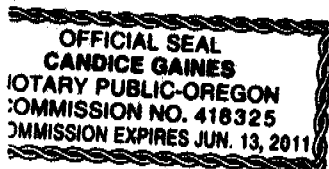
(Notarial Seal)



Printed Name: Candice Gaines

Title (and Rank): Notary Republic

My commission expires: June 13, 2011



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

Grantor/Trustor: Harry M. Erl and Janet S. Erl

Trustee: U.S. BANK TRUST COMPANY, N.A.

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

1409 Main Street, Klamath Falls, OR 97601, more fully described as follows:

PARCEL 1:

Lot 13, Block 8, SECOND HOT SPRINGS ADDITION THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

EXCEPTING from said lot that portion thereof heretofore described as follows:

Beginning at a point 74 feet 6 inches East from the Southwest corner of said Block 8, running thence North a distance of 70 feet; thence East a distance of 6 inches; thence South a distance of 70 feet to the Southeast corner of said Lot 13, Block 8; thence West a distance of 6 inches to the place of beginning.

PARCEL 2:

A portion of Lot 13, Block 8, SECOND HOT SPRINGS 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:

BEGINNING at a point 74 feet 6 inches East from the Southwest corner of said Block 8, running thence North a distance of 70 feet; thence East a distance of 6 inches; thence South a distance of 70 feet to the Southeast corner of said Lot 13, Block 8; thence West a distance of 6 inches to the place of beginning.

ALSO,

Lot 14, Block 8, SECOND HOT SPRINGS 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.

CODE: 001.1 MAP: 3809-028CC TL: 11800 KEY: 372224