

2010-007870

Klamath County, Oregon



00086580201000078700040045

06/29/2010 03:06:08 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

0013616063

ATE 7436

AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Walle Enterprises L.L.C. (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 JUNE 11, 2007. 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):
Property is known as 808 Main Street, Klamath Falls, OR 97601 more fully described on attached Exhibit A

This document is being recorded as an accommodation only. No information contained herein has been verified.
Aspen Title & Escrow, Inc.

Real Property Tax I.D. No. R414126

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on JUNE 15, 2007, in Book _____, Page _____, or as Document No. 2007010814

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 06/11/07 in the initial principal amount(s) of \$221,674.32

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 06/01/10 in the principal amount(s) of \$ 221,674.32

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 _____

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 1, 2010

(Individual Grantor)

Walle Enterprises L.L.C.
Grantor Name (Organization)

Grantor Name (Organization)

a Oregon limited liability company

Printed Name N/A

By [Signature]

Name and Title

(Individual Grantor)

By [Signature]

Name and Title

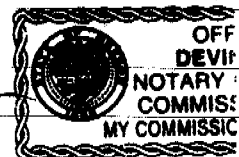
Printed Name N/A

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 Malamath } SS.

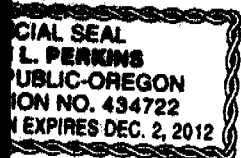
This instrument was acknowledged before me on June 15 2010, by Jenny Walle +
Neil Walle (Date) (Name(s) of person(s))

as _____ (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")
of Walle Enterprises D.L.C. (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 L Perkins
Title (and Rank): Personal Banker
My commission expires: 12-2-2012



BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Malamath } SS.

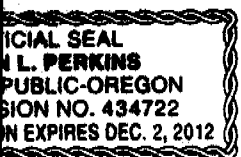
This instrument was acknowledged before me on June 15 2010, by Dee D. Bowles
(Date) (Name(s) of person(s))

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)

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



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

Grantor/Trustor: WALLE ENTERPRISES L.L.C.

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

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

A portion of Lot 5, Block 40, ORIGINAL TOWN OF LINKVILLE, now 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:

COMMENCING at the most Westerly corner of said Lot 5, said corner being the intersection of the Southeasterly line of Main Street and Northeasterly line of 8th Street; thence North 38° 54' 44" East along said Southeasterly line of Main Street a distance of 47.40 feet to a point; thence at right angles, South 51° 05' 16" East along the center of a common wall a distance of 107.25 feet to a point; thence North 38° 54' 44" East a distance of 11.31 feet to a point; thence South 51° 05' 16" East a distance of 12.75 feet, more or less, to the Southeasterly line of said Lot 5; thence South 38° 54' 44" West along said Southeasterly line a distance of 68.55 feet, more or less, to the most Southerly corner of said Lot 5; thence North 51° 08' 28" West along the Westary line of Lot 5 and the Easterly line of the 8th Street a distance of 120.0 feet, more or less, to the point of beginning.

CODE 001.1 MAP 3809-032AA TL 10200 KEY# 414126