

2011-000888

Klamath County, Oregon



00095839201100008880040043

01/25/2011 09:04:45 AM

Fee: \$52.00

This instrument prepared by and after recording return to:

Keith J. Nichols

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

0013551211

AMENDMENT TO OREGON LINE OF CREDIT TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Brent R. Budden (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 Line of Credit Trust Deed (the "Deed of Trust"), dated MAY 18, 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. R611573, R611671, R611706, R611715, R478423, R478450, R415349

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MAY 26, 2009, in Book _____, Page _____, or as Document No. 2009007291

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 Maximum Principal Amount.** If checked here, the reference in the first page of the Deed of Trust to "The maximum principal amount to be advanced under the Note" is hereby amended and replaced with "The maximum principal amount to be advanced under the Note is \$ _____."

2. ☒ **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated 01/27/10 in the initial principal amount(s) of \$80,000.00" is hereby amended and replaced with the phrase "note(s) dated or amended as of 12/08/10 in the principal amount(s) of \$ 80,000.00"

3. ☒ **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 JUNE 30, 2011.

4. **Additional Terms.**

5. **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.

6. **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.

7. **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.

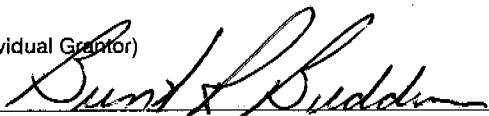
8. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

9. **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 8, 2010.

(Individual Grantor)



Printed Name Brent R. Budden

(Individual Grantor)

Printed Name _____

Grantor Name (Organization) N/A

a _____

By _____

Name and Title N/A

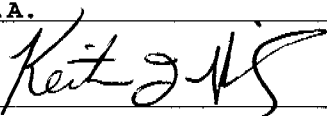
By _____

Name and Title N/A

U.S. BANK N.A.

Beneficiary (Bank)

By:



Name and Title: Keith J. Nichols
Asst. Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 12-16-10, by Brent R. Budden
(Date) (Name(s) of person(s))

as an individual
(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)



Danielle R Hermann
Printed Name: Danielle Hermann
Title (and Rank): Notary
My commission expires: 4-4-2014

BENEFICIARY (BANK) NOTARIZATION

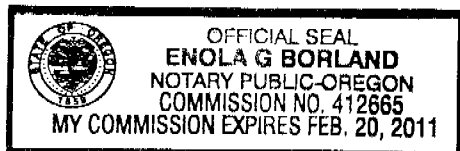
STATE OF Oregon }
COUNTY OF Ullmann } ss.

This instrument was acknowledged before me on 12-17-2010, by Keith J. Nichols
(Date) (Name(s) of person(s))

as Asst. 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)



Enola G. Borland
Printed Name: Enola G. Borland
Title (and Rank): Notary
My commission expires: 2-20-2011

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

Grantor/Trustor: Brent R. Budden

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

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

1515 South 6th Street, Klamath Falls, OR, 97601; More fully described as follows:

Parcel A:

Lots 22 and 23, Block 18, SECOND RAILROAD 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. EXCEPT the Northerly 15 feet of said Lot 23.

CODE: 001 MAP: 3809-033CB TL: 01800 KEY: 611573

835 Market Street, Klamath Falls, OR, 97601; More fully described as follows:

Parcel B:

Lots 28, 29, 30 and the North 40 feet of Lot 27, Block 18, SECOND ADDITION TO RAILROAD 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 MAP: 3809-033CB TL: 01200 KEY: 611571
CODE: 001 MAP: 3809-033CB TL: 01300 KEY: 611706
CODE: 001 MAP: 3809-033CB TL: 01400 KEY: 611715
CODE: 001 MAP: 3809-033CB TL: 08800 KEY: 478423

711 Market Street, Klamath Falls, OR, 97601; More fully described as follows:

Parcel C:

Lots 38, and 39, Block 18, SECOND 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 MAP: 3809-033BC TL: 09200 KEY: 478450

473 North Spring Street, Klamath Falls, OR, 97601; More fully described as follows:

Parcel D:

All of Lot 10 and portions of Lots 8 and 9, Block 8, RAILROAD 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, lying Southerly of the extension of a line running Northeasterly and Southwesterly located in the center of the common wall separating the building located substantially on said Lot 8 and the building located substantially on said Lots 8 and 10, said line being more particularly described as follows:

Beginning at a point on the West line of Lot 9, said point being South 00° 21' East, a distance of 0.92 feet from the Northwest corner of Lot 9; thence North 89° 20' 48" East along the centerline of said common wall and its Northeasterly and Southwesterly extensions, a distance of 136.20 feet to a point on the East line of Lot 8, a distance of 0.04 feet Northwesterly from the Southeast corner of Lot 8.

CODE: 001 MAP: 3809-033BC TL: 00100 KEY: 415349