

UK1396-10751

2012-000119

Klamath County, Oregon



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01/06/2012 02:20:51 PM

Fee: \$52.00

**RECORDING COVER SHEET**

(Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE

**AFTER RECORDING RETURN TO:**

Us Bank, PO BOX 5308, Portland, OR 97228

**1) TITLE(S) OF THE TRANSACTION(S)** ORS 205.234(a)

Amendment To Oregon Line Of Credit Trust Deed

**2) DIRECT PARTY / GRANTOR(S)** ORS 205.125(1)(b) and 205.160

GRANTOR/TRUSTOR: DoubleDown Investments LLC **whose address is:** 2387 Gene Cameron Way, Medford, OR 97504

**3) INDIRECT PARTY / GRANTEE(S)** ORS 205.125(1)(a) and 205.160

GRANTEE/BENEFICIARY: US BANK NA **whose address is:** PO BOX 5308, Portland, OR 97228

**4) TRUE AND ACTUAL CONSIDERATION**  
ORS 93.030(5) - Amount in dollars or other

\$\* ☐ Other

**5) SEND TAX STATEMENTS TO:**

DoubleDown Investments LLC  
2387 Gene Cameron Way  
Medford, OR 97504

**6) SATISFACTION of ORDER or WARRANT**  
ORS 205.125(1)(e)

CHECK ONE: ☐ FULL  
(If applicable) ☐ PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant.**  
ORS 205.125(1)(c)

**\$100,000.00**

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RE-RECORDED TO CORRECT \* PREVIOUSLY RECORDED IN BOOK \* AND PAGE \*, OR AS FEE NUMBER \*.**

\*

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AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

52Pmt

This instrument prepared by and after recording return to:

Ronald K Hood  
U.S. BANK N.A.  
COLLATERAL DEPARTMENT  
P. O. BOX 5308  
PORTLAND, OR 97228-5308

0013624588

## AMENDMENT TO OREGON LINE OF CREDIT TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by DoubleDown Investments  
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 Line of Credit Trust Deed (the "Deed of Trust"), dated JUNE 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):  
Tract No. 4, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission, by instrument recorded August 28, 1964 in Volume 355, page 578, Deed Records of Klamath County, Oregon.

Property located at: 5441 S 6th St, Klamath Falls, OR 97603

Real Property Tax I.D. No. R513466

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon,  
on JUNE 22, 2009, in Book \_\_\_\_\_, Page \_\_\_\_\_, or as Document No. 2009-008578

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 \$ 100,000.00."

2. ☐ **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".

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 5, 2014.

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 23, 2011.

(Individual Grantor)

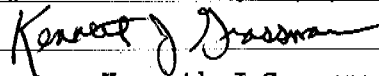
**DoubleDown Investments LLC**

Grantor Name (Organization)

a Oregon limited liability company

Printed Name N/A

By



(Individual Grantor)

**Kenneth J Grassman**

Name and Title Member

By

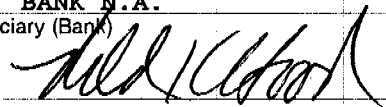
Printed Name N/A

Name and Title

**U.S. BANK N.A.**

Beneficiary (Bank)

By:



Name and Title: **Ronald K Hood**  
**Relationship Manager**

**[NOTARIZATIONS ON NEXT PAGE]**

GRANTOR NOTARIZATION

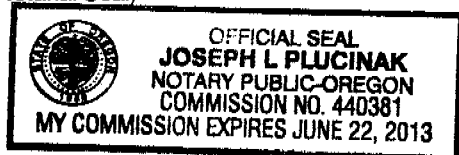
STATE OF OREGON }  
COUNTY OF Washington } ss.

This instrument was acknowledged before me on 12/27/11 (Date), by Kenneth J Grassman (Name(s) of person(s))

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



Joe Plucinak  
Printed Name: Joe Plucinak  
Title (and Rank): notary  
My commission expires: June 22, 2013

BENEFICIARY (BANK) NOTARIZATION

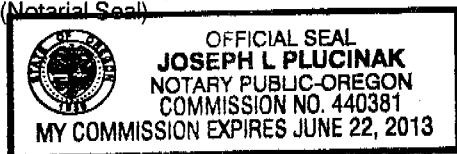
STATE OF OREGON }  
COUNTY OF Washington } ss.

This instrument was acknowledged before me on 12/27/11 (Date), by Ronald K Hood (Name(s) of person(s))

as Relationship Manager (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)



Joe Plucinak  
Printed Name: Joe Plucinak  
Title (and Rank): notary  
My commission expires: June 22, 2013