

WTC91178

2012-002651

Klamath County, Oregon



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03/12/2012 03:28:47 PM

Fee: \$57.00

After recording return to:
U.S. Bank National Association
P.O. BOX 5308
PORTLAND OR 97228-5308

AMENDMENT TO OREGON TRUST DEED

Name and Address of Grantor: RMD Properties, LLC, 3313 Washburn Way, Klamath Falls, OR 97603

Name and Address of Trustee: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, 555 SW Oak Street, PL7, Portland, OR 97204

Name and Address of Beneficiary: U.S. Bank National Association, 555 SW Oak Street, PL7, Portland, OR 97204

574pmt

This instrument prepared by and after recording return to:

Melanie E. Rossetta
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND, OR 97228-5308

0013632953

AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by RMD Properties, 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 Trust Deed (the "Deed of Trust"), dated AUGUST 5, 2011. 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. 3909-010BB-00400-000

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on AUGUST 26, 2011, in Book _____, Page _____, or as Document No. 2011-009764

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 08/05/11 in the initial principal amount(s) of \$200,000.00

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 02/28/12 in the principal amount(s) of \$ 200,000.00

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 JUNE 25, 2021.

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 FEBRUARY 28, 2012.

(Individual Grantor)

RMD Properties, LLC

Grantor Name (Organization)

a Oregon limited liability company

Printed Name N/A

By Michael D. Romtvedt

Name and Title Michael D. Romtvedt
Member

(Individual Grantor)

By Donna K. Romtvedt

Name and Title Donna K. Romtvedt
Member

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: Melanie E. Rossetta

Name and Title: Melanie E. Rossetta
Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

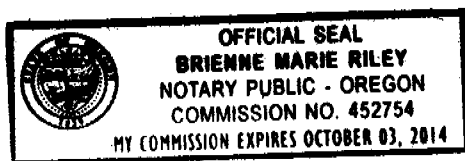
This instrument was acknowledged before me on 03/08/2012, by Michael D. Rømtvedt and Donna K. Rømtvedt
(Date) (Name(s) of person(s))

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

of RMD Properties, 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)



Brienne Riley
Printed Name: Brienne Riley
Title (and Rank): Personal Banker
My commission expires: 10/03/14

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 03/08/2012, by Melanie E. Rossetta
(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)



Brienne Riley
Printed Name: Brienne Riley
Title (and Rank): Personal Banker
My commission expires: 10/03/14

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

Grantor/Trustor: RMD Properties, LLC

Trustee: U.S. Bank Trust Company, N.A.

Beneficiary: U.S. Bank N.A.

Legal Description of Land:

3313 Washburn Way, Klamath Falls OR 97603, more fully described as follows:

The following described real property situate in Klamath County, Oregon:
A tract of land situated in the NW1/4 of the NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

The South 190 feet of the following property:
Beginning at an iron pin on the East boundary line of Washburn Way, which point is East a distance of 30 feet and North 0°34' West a distance 398.0 feet from the Southwest corner of the NW1/4 of the NW1/4 of Section 10; thence North 0°34' West along the East boundary of Washburn Way a distance of 350.0 feet to an iron pin; thence East a distance of 300.0 feet to a point; thence South 0°34' East parallel to the East boundary of Washburn Way a distance of 350.0 feet to a point; thence West a distance of 300.0 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Klamath County, Oregon, by Deed dated December 10, 1960, recorded December 14, 1960 in Volume 326, page 178.

ALSO EXCEPTING THEREFROM any portion lying within the right of way of Washburn Way.