

2013-005800

Klamath County, Oregon

After Recording Return To:

Santiam Escrow, Inc.

Post Office Box 515
Stayton, Oregon 97383-0515



00136447201300058000020023

05/23/2013 10:07:51 AM

Fee: \$42.00

Until a change is requested,
All tax statements should be sent to:
UNCHANGED

AMENDMENT TO TRUST DEED

This Amendment to Trust Deed (the "Amendment") is made and entered into by Douglas L. Wardell Jr. and Dianna L. Nye-Wardell ("Grantor"), Nina Smith ("Beneficiary"), and Western Title Company ("Trustee") as of the date set forth below.

RECITALS

A. The Grantor executed a Trust Deed (the "Trust Deed") and a Promissory Note (the "Note"). The Note and Trust Deed were dated August 7, 2007. The property subject to the Trust Deed is described as follows:

LOT 7, BLOCK 5, TRACT # 1042, TWO RIVERS NORTH ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY OREGON. TAX ACCOUNT NUMBER 164235,M790406 TAX LOT # 2607-001BO-01900,M180650

- B. The Trust Deed was recorded in the office of the Klamath County Clerk, Klamath County, Oregon on August 10, 2007, at Document No. 2007-014143. A new trust deed was prepared and signed by the parties on June 21, 2011, but was not recorded (the "2011 Trust Deed").
- C. The Grantor has requested that the Beneficiary permit certain modifications to the Note and Trust Deed as described below.
- D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS

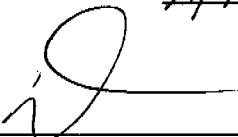
In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. **Amended Promissory Note.** Any reference in the Trust Deed to a promissory note or note shall be replaced with "Amended Promissory Note".
2. **Change in Maturity Date.** The maturity date of the latest of the obligations to mature secured by the Trust Deed is hereby amended to March, 15, 2029.
3. **Additional Terms.** The paragraph titled "Transfer of the Property" on page 4 of the Trust Deed is hereby deleted and replaced with "All or any part of the property or an interest therein may be sold or transferred by Grantor with or without Beneficiary's prior written consent and Beneficiary may not accelerate any sums due under this Trust Deed and Amended Promissory Note nor declare all the sums secured by this Trust Deed to be immediately due and payable".
4. **Fees and Expenses.** The Grantor will pay all fees and expenses, excluding only Beneficiary's attorney fees, in connection with the preparation, execution, and recording of the Amendment.
5. **Effectiveness of Prior Document.** Except as provided in this Agreement, all terms and conditions contained in the Trust Deed remain in full force and effect in accordance with their terms, including any reference in the Trust Deed to future credit secured by the Trust Deed; and nothing herein will affect the priority of the Trust Deed. All warranties and representations contained in the Trust Deed are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the promissory note continues as security, and all guarantees guaranteeing obligations under the promissory 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 power, 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 PREOMISES NOT OCNTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.


DATED this 4th APRIL day of March, 2013



Douglas L. Wardell, Jr.



Dianna L. Nye-Wardell


Nina B. Smith

STATE OF Oregon)
COUNTY OF Manion) ss.

SUBSCRIBED, SWORN, AND ACKNOWLEDGED before me this 8th day of April, 2013
by Douglas L. Wardell, Jr. and Dianna L. Nye-Wardell as Grantors.

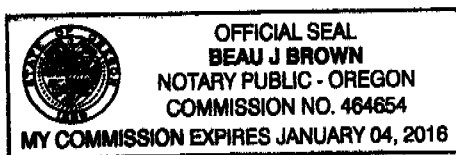



Notary Public for Oregon

My Commission Expires: January 13, 2015

STATE OF Oregon)
COUNTY OF Jackson) ss.

SUBSCRIBED, SWORN, AND ACKNOWLEDGED before me this 5th day of April, 2013
by Nina B. Smith as Beneficiary.





Notary Public for Oregon

My Commission Expires: 01/04/2016