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2013-009210
Klamath County, Oregon
08/12/2013 03:21:02 PM
Fee: \$52.00

This instrument prepared by and after recording return to:

Bryan S. Phillips
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND, OR 97228-5308
0013630221

AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Kern Building, LLC, having a mailing address of 621 Loma Linda, Klamath Falls, OR 97601 (collectively the "Grantor"), and U.S. BANK N.A., having a mailing address of 555 SW OAK, PORTLAND, OR 97204 (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 NOVEMBER 22, 2010 in favor of U.S. BANK TRUST COMPANY, N.A., having a mailing address of 555 SW OAK, PORTLAND, OR 97204 (the "Trustee"), for the benefit of the Beneficiary. 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. R413966

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on DECEMBER 20, 2010, in Book N/A, Page N/A, or as Document 2010-014406.

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 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 "

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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 AUGUST 15, 2018

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 AUGUST 5, 2013

(Individual Grantor)

Kern Building, LLC

Grantor Name (Organization)

a Oregon limited liability company

By

Richard Bogatay
Name and Title Managing Member

Printed Name

N/A

(Individual Grantor)

By

Name and Title

Printed Name

N/A

U.S. BANK N.A.
Beneficiary (Bank)

By

Bryan S. Phillips
Name and Title Assistant Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

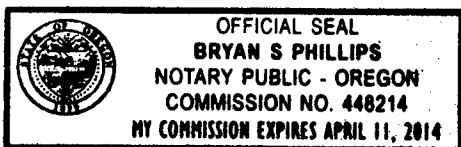
This instrument was acknowledged before me on 8/9/13 (Date), by Richard Bogatay (Name(s) of person(s))

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

of Kern Building, 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)



Printed Name: Bryan S. Phillips

Title (and Rank): AVP & PM

My commission expires: 4/11/14

BENEFICIARY (BANK) NOTARIZATION

STATE OF OREGON }
COUNTY OF Klamath } ss.

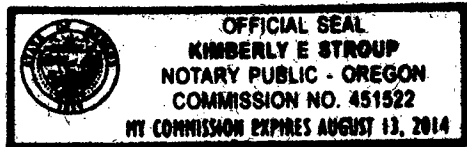
This instrument was acknowledged before me on 8.9.13 (Date), by Bryan S. Phillips (Name(s) of person(s))

as Assistant 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)



Printed Name: KIMBERLY E. STROUP

Title (and Rank): BRANCH MANAGER

My commission expires: August 13, 2014

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

Grantor/Trustor: Kern Building, LLC

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

Beneficiary: U.S. Bank N.A.

Legal Description of Land:

125 S. 6th St., Klamath Falls OR 97601, more fully described as follows:

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

A tract of land situated in Lot 3 and Lot 4, Block 38 Linkville, now City of Klamath Falls, Oregon, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 4; thence North 50°55' West along the Southwesterly line of said Lot 4 a distance of 81.20 feet to the Northwesternly face of a party wall; thence North 39°12'36" East along the Northwesternly face of said party wall a distance of 90.50 feet; thence North 50°55' West a distance of 39.00 feet to a one-half inch iron pin on the Northwesternly line of said Lot 3; thence North 39°05' East a distance of 39.75 feet to the most Northerly corner of said Lot 3; thence South 50°55' East a distance of 120.00 feet to the most Easterly corner of said Lot 3; thence South 39°05' West a distance of 130.25 feet to the point of beginning.

APN: R413966