

MTC 1396-11152

This instrument prepared by and after recording return to:

2013-009478

Klamath County, Oregon

08/19/2013 11:27:50 AM

Fee: \$47.00

Bryan S Phillips

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

0013590102

AMERITITLE has recorded this instrument by request as an accomodation 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.

AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by BFIT, LLC

, having a mailing address of

3927 S 6th St, Klamath Falls, OR 97603

(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 AUGUST 25, 2003 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):

Parcel 2: (Restaurant)

Lots 77, 78, 79 and 80, of BALSIGER TRACTS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Parcel 3: (Parking Lot)

Lots 81, 82, 83, and 84 of BALSIGER TRACTS, according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon, together with the 40 foot private service road easement lying adjacent to the above lots.

Property located at: 3927 S 6th St, Klamath Falls, Klamath County, OR 97603

Real Property Tax I.D. No. R525168

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on AUGUST 27, 2003, in Book M03, Page 63327-35, or as Document 66327.

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

47.00 amt

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 SEPTEMBER 5, 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 SEPTEMBER 5, 2013.

(Individual Grantor)

BFIT, LLC

Grantor Name (Organization)

a Oregon limited liability company

Printed Name N/A

By 

Achim Bassler

Name and Title **Member**

(Individual Grantor)

By _____

Name and Title _____

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: 

Name and Title: **Bryan S Phillips**
Assistant Vice President

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF OREGON }
COUNTY OF KLAMATH } ss.

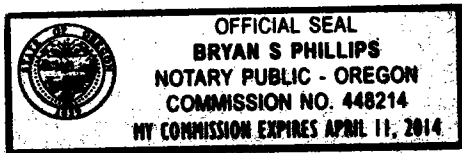
This instrument was acknowledged before me on AUGUST 19, 2013, by Achim Bassler
(Date) (Name(s) of person(s))

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

of BEIT, 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 PHILLIPS

Title (and Rank): AVP & RM

My commission expires: APRIL 11, 2014

BENEFICIARY (BANK) NOTARIZATION

STATE OF OREGON }
COUNTY OF KLAMATH } ss.

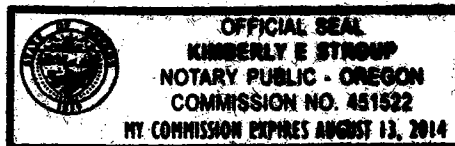
This instrument was acknowledged before me on AUGUST 19, 2013, by Bryan S Phillips
(Date) (Name(s) of person(s))

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)



Kimberly E. Stroup
Printed Name: KIMBERLY E. STROUP

Title (and Rank): Branch MANAGER

My commission expires: August 13, 2014