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This instrument prepared by and after recording return to:
Dianne J Bocci
U.S. Bank National Association
Collateral Department
P.O. Box 5308
Portland, OR 97228-5308

04/01/2014 08:53:36 AM

Fee: \$67.00

AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (the "Amendment"), is made and entered into by SHERRILLS PROPERTIES LLC (the "Grantor", whether one or more) and U.S. Bank National Association (the "Beneficiary") as of the date set forth below.

RECITALS

- A. Grantor or its predecessor in interest executed a Trust Deed (the "Deed of Trust"), dated April 30, 2008. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in Exhibit A attached hereto.

Real Property Tax Identification Number: R526229, R526247, R685663

- B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on May 12, 2008, in Book N/A, Page N/A, (or as Document No. 2008-006933).
- C. Grantor has requested certain modifications to the Deed of Trust as described below.
- D. Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

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

Change in Maturity Date. The maturity date of the latest of the Obligations to mature, secured by the Deed of Trust, is hereby amended to June 1, 2014.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Grantor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Deed of Trust.

Fees and Expenses. Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

Effectiveness of Prior Document. Except as provided in the 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 other indebtedness and/or future advances or 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.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Beneficiary of existing defaults by Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The 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.

Receipt of Copy. Grantor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

Transferable Record. The Amendment is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Beneficiary may, on behalf of Grantor, create a microfilm or optical disk or other electronic image of the Amendment that is an authoritative copy as defined in such law. Beneficiary may store the authoritative copy of such Amendment in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices. Beneficiary, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

Authorization. Grantor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of 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.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment as of February 7, 2014.

GRANTOR:

SHERILLS PROPERTIES LLC
a/an Oregon Limited Liability Company

By: Terry D Sherrill
Name and Title: Terry D Sherrill, Registered Agent

By: Janet R Sherrill
Name and Title: Janet R Sherrill, Member

BENEFICIARY:

U.S. Bank National Association

By: [Signature]
Name and Title: Dianne J Bocci, Vice President

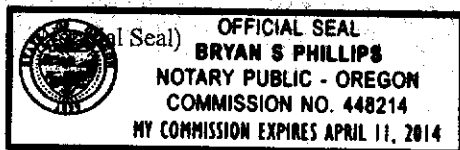
GRANTOR NOTARIZATION

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on February 27, 2014 [Date]

by Terry D Sherrill [Name(s) of Person(s)]
as Registered Agent [Type of Authority, if any, e.g., officer, trustee]
of Sherrills Properties LLC [Name of Entity on whose behalf the document was executed]

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.



[Signature]
Printed Name: Bryan S Phillips
Title (and Rank): AVP & RM
My commission expires: April 11, 2014

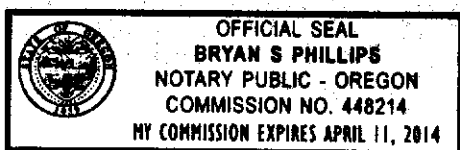
STATE OF Oregon)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on February 27, 2014 [Date]

by Janet R Sherrill [Name(s) of Person(s)]
as Member [Type of Authority, if any, e.g., officer, trustee]
of Sherrills Properties LLC [Name of Entity on whose behalf the document was executed]

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



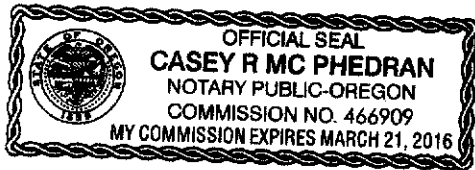
[Signature]
Printed Name: Bryan S Phillips
Title (and Rank): AVP & RM
My commission expires: April 11, 2014

BENEFICIARY (BANK) NOTARIZATION

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on FEBRUARY 28, 2014, by Dianne J Bocci, as Vice President of U.S. Bank National Association, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



Casey R. McPhedran
Printed Name: CASEY R. MCPHEDRAN
Title (and Rank): NOTARY PUBLIC
My commission expires: MARCH 21, 2016

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

Grantor: SHERRILLS PROPERTIES LLC

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

PLEASE DO NOT USE. PLEASE USE ATTACHED EXHIBIT A

Also known as: 2727 and 2759 S 6th Street, Klamath Falls, Oregon

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

Grantor/Trustor: SHERRILLS PROPERTIES LLC

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

PARCEL 1:

The following described parcel is situated in the NW 1/4 of the NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 0° 00 1/2' East, 826.8 feet, more or less, along the West line of said Section 3, to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the centerline of Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South 55° 52 1/2' East, parallel to said centerline of South Sixth Street, 601.2 feet, more or less, to the true point of beginning; thence North 34° 07 1/2' East 100 feet; thence South 55° 52 1/2' East, 100.0 feet; thence South 34° 07 1/2' West, 100.00 feet; thence North 55° 52 1/2' West, 100 feet to the point of beginning.

PARCEL 2:

The following described parcel is situated in the NW 1/4 of the NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 0° 00 1/2' East 826.8 feet, more or less, along the West line of said Section 3 to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the centerline of the Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South 55° 52 1/2' East parallel to said centerline of South Sixth Street, 601.2 feet; thence North 34° 07 1/2' East, 100 feet to the point of beginning; thence continuing North 34° 07 1/2' East, 75 feet; thence South 55° 52 1/2' East 100 feet; thence South 34° 07 1/2' West 75 feet; thence North 55° 52 1/2' West 100 feet to the point of beginning.

PARCEL 3:

Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 0° 00 1/2' East 826.8 feet, more or less, along the West line of said Section 3 to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the centerline of Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South 55° 52 1/2' East, parallel to said centerline of South Sixth Street, 601.2 feet, more or less, to the true point of beginning of the description; thence North 34° 07 1/2' East a distance of 175 feet; thence North 55° 52 1/2' West 126 feet; thence South 34° 07 1/2' West 175 feet; thence South 55° 52 1/2' East 126 feet to the point of beginning.

CODE 001 MAP 3909-003BB TL 01400 KEY #526247

CODE 001 MAP 3909-003BB TL 01200 KEY #526229

CODE 001 MAP 3909-003BB TL 01300 KEY #685663

Also known as: 2727 and 2759 South 6th Street, Klamath Falls, OR