



2014-012523
Klamath County, Oregon
12/03/2014 03:12:12 PM
Fee: \$57.00

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

AMERITITLE, has recorded this
instrument by request as an accommodation 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 Trust Deed (the "**Amendment**"), is made and entered into by KLAMATH FALLS LEASING, 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, for the benefit of Beneficiary or its predecessor in interest, originally dated or amended or restated as of November 15, 2004 (as amended and/or restated, the "**Deed of Trust**"). 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: 476808

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on November 22, 2004, in Book M04, Page 80288-80296, (or as Document No. 80288).
- 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 November 15, 2019.

Maximum Lien Amount. Notwithstanding anything to the contrary herein, the maximum indebtedness secured by the Deed of Trust shall not exceed at any one time the sum of principal in the amount of \$98,938.73, plus all interest thereon, plus all protective advances and advances in performance of Grantor's obligations under the Deed of Trust, plus all costs, expenses and attorneys' fees incurred in connection with or relating to (a) the collection of the Obligations, (b) the sale of the Mortgaged Property pursuant to the Deed of Trust, and/or (c) the enforcement and/or foreclosure of the Deed of Trust. While the amount of indebtedness secured hereby may be limited by this paragraph, the Deed of Trust secures all of the Obligations and shall not be released or reconveyed until all Obligations have been fully and finally repaid and all obligations of Beneficiary to make further advances secured by the Deed of Trust have been terminated.

5700

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.

Electronic Records. Beneficiary may, on behalf of Grantor, create a microfilm or optical disk or other electronic image of the Amendment. Beneficiary may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices, with the electronic image deemed to be an original.

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 November 15, 2014.

GRANTOR:

KLAMATH FALLS LEASING, LLC
a/an Oregon Limited Liability Company

By: Benjamin E. Boersma

Name and Title: **Benjamin E Boersma, Member**

Hawaii DL H01368970

BENEFICIARY:

U.S. Bank National Association

By: Bryan S Phillips

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

GRANTOR NOTARIZATION

STATE OF Hawaii)
COUNTY OF Honolulu) ss.

This instrument was acknowledged before me on 12.1.14, by **Benjamin E Boersma**, as Member of **KLAMATH FALLS LEASING, LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

EXD 11-3-17

DAVID M. LUNDSTROM
NOTARY
COMM. # 13-383
PUBLIC
STATE OF HAWAII

EXD 11-3-17

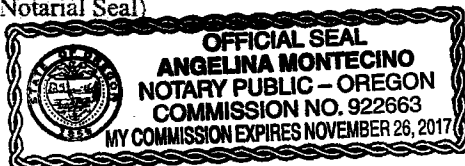
DAVID M. LUNDSTROM
NOTARY
COMM. # 13-383
PUBLIC
STATE OF HAWAII

Printed Name: David M. Lundstrom
Title (and Rank): Notary Public
My commission expires: 11-3-17

BENEFICIARY (BANK) NOTARIZATION
STATE OF Oregon)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on December 3, 2014, by **Bryan S Phillips**, as Assistant 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)



Printed Name: Angelina Montecino
Title (and Rank): Notary
My commission expires: 11/26/17

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

Grantor/Trustor: KLAMATH FALLS LEASING, LLC

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

PARCEL 1:

The Westerly 1 1/2 feet of Lot 4 and all of Lot 5, Block 77, KLAMATH ADDITION TO LINKVILLE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

Beginning on the Southerly line of Klamath Avenue, 53 1/2 feet Northeasterly from the most Westerly corner of Block 77, KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS; thence Southeasterly at right angles with Klamath Avenue, 100 feet to alley; thence Northeasterly parallel to Klamath Avenue, 50 feet; thence Northwesterly at right angles to said alley, 100 feet to Klamath Avenue; thence Southwesterly along Klamath Avenue 50 feet to the point of beginning.

TOGETHER WITH that portion of Klamath Avenue described as a strip of land 0.25 feet in width, lying adjacent to and Northwesterly (Northeasterly by Deed) of Lots 4 and 5, Block 77, KLAMATH ADDITION, be and hereby is vacated, by Ordinance 5430, recorded April 15, 1965 in Volume 360 at Page 600, Deed Records of Klamath County, Oregon.

ALSO that portion of an alley described as a strip of land 0.25 feet in width lying adjacent to and Southeasterly of Lots 4 and 5, Block 77, KLAMATH ADDITION, be and hereby is vacated by Ordinance 5430, recorded April 15, 1965, in Volume 360 at Page 600, Deed Records of Klamath County, Oregon.

Also known as: 201 S 6th St, Klamath Falls, Oregon