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08/24/2015 09:25:06 AM

Fee: \$62.00

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

### AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (the "Amendment"), is made and entered into by David G Anderson and Ruby Cherylene Anderson (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 August 29, 2005 (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: R542540

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on August 31, 2005, in Book \_\_\_\_\_, Page \_\_\_\_\_, (or as Document No. M05-63236).
- 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 August 7, 2020.

**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 August 7, 2015.

GRANTOR:

X 

Name: David G Anderson



Name: Ruby Cherylene Anderson

BENEFICIARY:

U.S. Bank National Association

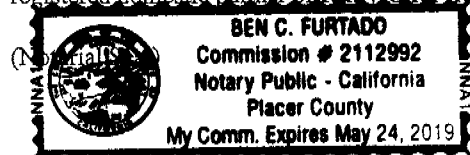
By: 

Name and Title: Nick Kapki, Assistant Vice President

# GRANTOR NOTARIZATION

STATE OF California )  
COUNTY OF Placer ) ss.

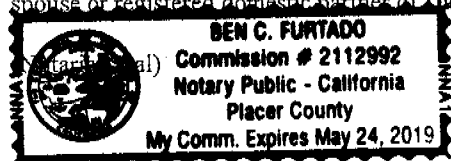
This instrument was acknowledged before me on Aug 10, 2015, by David G Anderson, spouse or registered domestic partner of Ruby Cherylene Anderson.



Ben C. Furtado  
Printed Name: Ben C. Furtado  
Title (and Rank): Banker  
My commission expires: May 24, 2019

STATE OF California )  
COUNTY OF Placer ) ss.

This instrument was acknowledged before me on Aug 10, 2015, by Ruby Cherylene Anderson, spouse or registered domestic partner of David G Anderson.



Ben C. Furtado  
Printed Name: Ben C. Furtado  
Title (and Rank): Banker  
My commission expires: May 24, 2019

# BENEFICIARY (BANK) NOTARIZATION

STATE OF California )  
COUNTY OF Placer ) ss.

This instrument was acknowledged before me on Aug 10, 2015, by Nick Kapki, 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)



Ben C. Furtado  
Printed Name: Ben C. Furtado  
Title (and Rank): Banker  
My commission expires: May 24, 2019

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

Grantor: David G Anderson and Ruby Cherylene Anderson

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

PLEASE DO NOT USE. USE ATTACHED EXHIBIT A.

Also known as: 3747 Washburn Way, Klamath Falls, Oregon

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

Grantor/Trustor: David G Anderson and Ruby Cherylene Anderson

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

Beneficiary: U.S. Bank National Association

**Legal Description of Land:**

Property located in Klamath, OR

The following described real property in the County of KLAMATH and State of Oregon free of encumbrances except as specifically set forth herein:

That portion of the SW1/4 of the NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the intersection of the North line of Laverne Street and the East line of Washburn Way; thence North along said line of Washburn Way 227 feet; thence East and parallel to Laverne Street 660 feet, more or less, to the Northwest corner of that property conveyed to Ralph D. Hunter, et ux, in Deed Volume 320 at Page 432; thence South along the West boundary of said Hunter property 227 feet, more or less, to the North line of Laverne Street; thence West along said line of Laverne Street 660 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM those portions thereof conveyed to the State of Oregon, by and through its State Highway Commission, by Warranty Deed dated September 11, 1965, recorded September 15, 1965 in Volume M65, Page 1683, Deed Records of Klamath County, Oregon.

AND BEING the same property conveyed to David G. Anderson and Ruby Cherylene Anderson from Keith C. Welch, Sr. and Constance A. Welch by Statutory Warranty Deed dated August 24, 2005 and recorded August 31, 2005 in Instrument No. M05-63234.

Tax Parcel No. R542540

Also known as: 3747 Washburn Way, Klamath Falls, Oregon