

This instrument prepared by and after recording return to: Bryan Phillips U.S. Bank National Association Collateral Department P.O. Box 5308 Portland, OR 97228-5308 2016-008272

Klamath County, Oregon

08/04/2016 03:15:38 PM

Fee: \$62.00

## AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (the "Amendment"), is made and entered into by Mary A Cameron (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 May 26, 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: R430180

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on May 27, 2004, in Book M04, Page 3396675, (or as Document No. M043396675).
- C. Grantor has requested certain modifications to the Deed of Trust as described below.
- 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 July 15, 2021.

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.

### See Personal Property Contents Rider

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 on the date shown in the notarial acknowledgment, effective as of July 29, 2016.

GRANTOR:

Name: Mary A Cameron

BENEFICIÁRY:

U.S. Bank National Association

Name and Title: Bryan Phillips, Assistant Vice President

## **GRANTOR NOTARIZATION**

STATE OF <u>Oregon</u> )	
COUNTY OF Klamath ) ss.	
This instrument was acknowledged before me on individual.  OFFICIAL STAMP  BRYAN SCOTT PHILLIPS  NOTARY PUBLIC - OREGON  COMMISSION NO. 928794  HY COMMISSION EXPIRES MAY 21, 2018	August 7, 2016 by Mary A Cameron, a single  Printed Name: Bryan Phillips  Title (and Rank): AVP & RM  My commission expires: May 21, 2018
BENEFICIARY (BANK) NOTARIZATION	
STATE OF <u>Oregon</u> ) ss.  COUNTY OF <u>Klamath</u> )	
This instrument was acknowledged before me on August 4, 2016, by Bryan 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)	Breno Rluy Printed Name: Brenze Rluy
OFFICIAL STAMP BRIENNE MARIE RILEY NOTARY PUBLIC - OREGON COMMISSION NO. 932626 MY COMMISSION EXPIRES SEPTEMBER 30, 2018	Title (and Rank): Assistant Manage 2  My commission expires: 0913018

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

Grantor/Trustor: Mary A Cameron

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

A PARCEL OF LAND SITUATED IN THE NUISHLY OF SECTION 7, TOWNSHIP 38 SOUTH. RANGE 9. E.W.H., HORE PARTICULARLY DESCRIBED AS POLICUS:

BEGINNING AT A POINT ON THE RESITELY RIGHT-OF-HAY LINE OF THE NEW DALLES-CALIFORNIA HIGHWAY WHICH BEARS S. 89°49°E. A DISTANCE OF 799.0 PRET AND S. 11°36°E. ALONG SAID HESTERLY RIGHT-OF-HAY LINE A DISTANCE OF 306.29 FREST PROM THE WEST ONE-QUARTER CORRER OF SAID SECTION 7: THENCE CONTINUING S. 11°36°E. ALONG SAID RIGHT-OF-HAY. LINE A DISTANCE OF 200.0 FREST TO THE NORTHEASTERLY CORNER OF PARCEL CONVEYED TO VAN'S NOTEL BY DEED VOLUME 300; PAGE 270; RECORDS OF KLAMATH COUNTY; OREGON; THENCE S. 78°24°E. AT EIGHT ANGLES ID SAID HIGHWAY A DISTANCE OF 200.0 FEET TO A POINT; THENCE N. 11°36°E. A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING.

Also known as: 5600 N Hwy 97, Klamath Falls, Oregon

### PERSONAL PROPERTY CONTENTS RIDER TO AMENDMENT TO DEED OF TRUST

Grantor: Mary A Cameron

Trustee (if applicable): U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Date of Amendment to Deed of Trust as of: July 29, 2016

The following additional terms are hereby made a part of the Deed of Trust described above and to which this Rider is attached:

Disclaimer of Security Interest in Certain Personal Property. Notwithstanding the provisions of this Deed of Trust, this Deed of Trust does not grant a security interest in, and Beneficiary hereby disclaims and releases any security interest granted in the Deed of Trust which covers, any of Grantor's equipment, inventory or other tangible personal property (except building materials and supplies to be used for construction, alteration or repair of any building located or to be located on the Land and except personal property classified under the Uniform Commercial Code as fixtures, as-extracted collateral such as oil, gas or other minerals, or timber to be cut) located on or within the Premises (the "Disclaimed Security Interest"). This disclaimer and release of the Disclaimed Security Interest, which operates as a modification of the Deed of Trust, relates only to the Security Interest that was granted in the Deed of Trust. This disclaimer modifies only the Deed of Trust, and only to the extent that the Deed of Trust contains language sufficient to grant the Disclaimed Security Interest. All security interests granted to Beneficiary in any security agreement or loan document other than the Deed of Trust, even if such security interests attach to property included in the Disclaimed Security Interest, will remain attached to the personal property subject to those other documents and will remain fully enforceable.

Dated as of: July 29, 2016

**GRANTOR:** 

Name: Mary A Cameron

Name:

Bank:

Agreed to:
U.S. Bank National Association

Name and Title: Bryan Phillips, Assistant Vice President