



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

2016-013019  
Klamath County, Oregon  
12/07/2016 11:09:00 AM  
Fee: \$67.00

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 ORCHARD HILL PROPERTIES, LLC and ORCHARD HILL INVESTMENTS, 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 2, 2011 (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: R373492

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on December 12, 2011, in Book \_\_\_\_\_, Page \_\_\_\_\_, (or as Document No. 2011013698).
- 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 December 10, 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.

**Financial Information.** From time to time, upon request by Beneficiary, Grantor shall provide, such financial information concerning such person or the Mortgaged Property as Beneficiary may require. Such information may include without limitation financial statements, tax returns and operating statements regarding the Mortgaged Property.

**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 November 30, 2016.

GRANTOR:

**ORCHARD HILL PROPERTIES, LLC**

a/an Oregon Limited Liability Company

By: James P. Chadderdon  
Name and Title: James P Chadderdon, Member

By: Jane K. Chadderdon  
Name and Title: Jane K Chadderdon, Member

**ORCHARD HILL INVESTMENTS, LLC**

a/an Oregon Limited Liability Company

By: James P. Chadderdon  
Name and Title: James P Chadderdon, Managing Member

By: Jane K. Chadderdon  
Name and Title: Jane K Chadderdon, Managing Member

BENEFICIARY:

U.S. Bank National Association

By: Bryan Phillips  
Name and Title: Bryan Phillips, Assistant Vice President

**GRANTOR NOTARIZATION**

STATE OF Oregon )  
 ) ss.  
COUNTY OF Klamath )

This instrument was acknowledged before me on December 2, 2016, by **James P Chadderdon**, as **Member** of **ORCHARD HILL PROPERTIES, LLC**, and that as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)

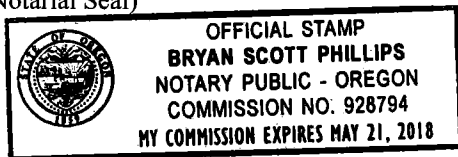


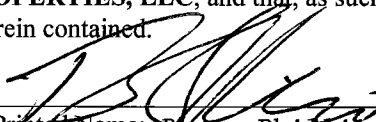
Bryan Phillips  
Printed Name: Bryan Phillips  
Title (and Rank): AVP & RM  
My commission expires: May 21, 2018

STATE OF Oregon )  
 ) ss.  
COUNTY OF Klamath )

This instrument was acknowledged before me on December, 2016, by **Jane K Chadderdon**, as **Member of ORCHARD HILL PROPERTIES, LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

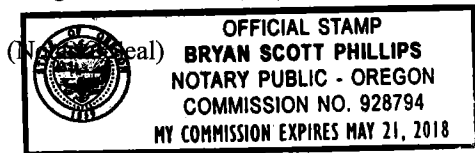
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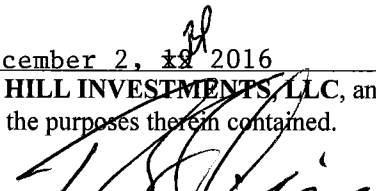


  
Printed Name: Bryan Phillips  
Title (and Rank): AVP & RM  
My commission expires: May 21, 2018

STATE OF Oregon )  
 ) ss.  
COUNTY OF Klamath )

This instrument was acknowledged before me on December 2, 18 2016, by **James P Chadderdon**, as **Managing Member of ORCHARD HILL INVESTMENTS, LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.



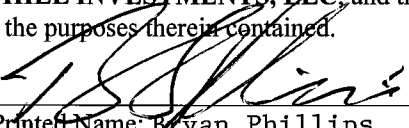
  
Printed Name: Bryan Phillips  
Title (and Rank): AVP & RM  
My commission expires: May 21, 2018

STATE OF Oregon )  
 ) ss.  
COUNTY OF Klamath )

This instrument was acknowledged before me on December, 2016, by **Jane K Chadderdon**, as **Managing Member of ORCHARD HILL INVESTMENTS, LLC**, 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: May 21, 2018

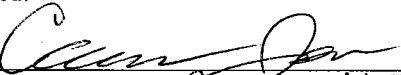
**BENEFICIARY (BANK) NOTARIZATION**

STATE OF Oregon )  
 ) ss.  
COUNTY OF Klamath )

This instrument was acknowledged before me on December 2, 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)



  
Printed Name: Cameron Jones  
Title (and Rank): UB  
My commission expires: June 12, 2020

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

Grantor: ORCHARD HILL PROPERTIES, LLC and ORCHARD HILL INVESTMENTS, LLC

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Lots 5 and 6 in Block 41 of Hot Springs Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Also known as: 1951 Erie St, Klamath Falls, Oregon