

2022-011015

Klamath County, Oregon



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09/12/2022 11:24:18 AM

Fee: \$102.00

This instrument prepared by and after recording return to:
Mark Olfson
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 (this "**Amendment**"), is made and entered into by Jeffrey Ross Bush and Tamera Cathleen Bancroft, (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 June 12, 2019 (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: R510432

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on June 13, 2019, in Book _____, Page _____, (or as Document No. 2019-006659).
- 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 this 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:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Deed of Trust.

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 12, 2022.

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 reasonable attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

Effectiveness of Prior Document. Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms; 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.

Further Assurances. Grantor shall promptly correct any defect or error that may be discovered in any Loan Document or in the execution, acknowledgment or recordation of any Loan Document. Promptly upon request by Beneficiary, Grantor also shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments, and must take or cause to be taken such further actions, that may be required by law or by Beneficiary, all in form and substance satisfactory to Beneficiary in its sole discretion and all at the expense of Grantor: (a) to carry out more effectively the purposes of the Loan Documents; (b) to perfect and maintain the validity, effectiveness and priority of any security interests intended to be created by the Loan Documents; (c) to better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights granted or intended to be granted to Beneficiary in connection with any Loan Document; and (d) to carry out the intention or facilitate the performance of the provisions of any Loan Document. Grantor shall furnish to Beneficiary evidence satisfactory to Beneficiary of every such recording, filing or registration.

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. This 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 this Amendment.

Counterparts. This 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 this Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

Electronic Records. Without notice to or consent of Grantor, Beneficiary may create electronic images of this Amendment and destroy paper originals of any such imaged documents. Such images have the same legal force and effect as the paper originals and are enforceable against Grantor and any other parties thereto. Beneficiary may convert this Amendment into a "transferable record" as such term is defined under, and to the extent permitted by, applicable law, with the image of such instrument in Beneficiary's possession constituting an "authoritative copy." If Beneficiary agrees, in its sole discretion, to accept delivery by telecopy or PDF of an executed counterpart of a signature page of this Amendment or other document required to be delivered under this Amendment, such delivery will be valid and effective as delivery of an original manually executed counterpart of such document for all purposes. If Beneficiary agrees, in its sole discretion, to accept any electronic signatures of this Amendment or other document required to be delivered under this Amendment, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Beneficiary may rely on any such electronic signatures without further inquiry.

Authorization. Grantor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein (i) are within Grantor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Grantor is bound. Grantor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Grantor which is not a natural person is validly existing and in good standing under the laws of its

state of organization, and this Amendment and the documents referenced to herein have been authorized by all appropriate entity 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 this Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed this Amendment on the date shown in the notarial acknowledgment, effective as of August 4, 2022.

GRANTOR:

Name: Jeffrey Ross Bush

Name: Tamera Cathleen Bancroft

BENEFICIARY:

U.S. Bank National Association

By:

Name and Title: Mark Olson, Officer

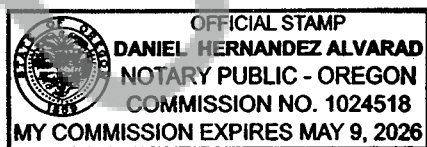
GRANTOR NOTARIZATION

STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me on August 10, 2022, by Jeffrey Ross Bush,

(Notarial Seal)



Printed Name: Daniel Hernandez Alvarado

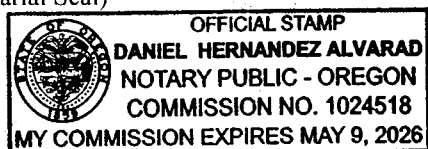
Title (and Rank): Manager

My commission expires: May 9, 2026

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on August 10, 2022, by **Tamera Cathleen Bancroft**.

(Notarial Seal)



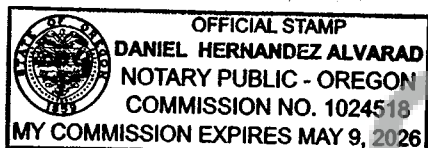
Daniel Hernandez Alvarado
Printed Name: Daniel Hernandez Alvarado
Title (and Rank): Manager
My commission expires: May 9, 2026

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on August 10, 2022, by **Mark Olsson**, as **Officer 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)



Daniel Hernandez Alvarado
Printed Name: Daniel Hernandez Alvarado
Title (and Rank): Manager
My commission expires: May 9, 2026

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

Grantor: Jeffrey Ross Bush and Tamera Cathleen Bancroft

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Legal Description of Land:

A piece or parcel of land situate in the S1/2 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows: From the iron pin marking the Southeasterly corner of said Section 1, Township 39 South, Range 9 East of the Willamette Meridian, South 89°58 1/2' West 1341.4 feet to a bolt in the center line of the State Highway designated as Oregon 66 as the same is now located and constructed over and across said Section 1; thence North 46°06 1/2' West along the center line of said highway, 1380.4 feet; thence South 43°53 1/2' West 30.0 feet to an iron pin on the Southerly right of way line of said Highway 66 marking the point of beginning; thence South 9°42' West along the center line of a drain 402.5 feet to a point; thence South 0°32 1/2' West along the center line of said drain 72.6 feet to a point; thence North 43°51' East 385.5 feet, more or less, to the Southerly right-of-way line of said Highway 66; thence North 46°06 1/2' West along the Southerly right-of-way line of said Highway 276.1 feet, more or less to the point of beginning. **EXCEPTING THEREFROM** all that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division, by Warranty Deed recorded February 19, 1974, M74, page 2538.

Also known as: 6750 S 6th Street, Klamath Falls, Oregon