

2011-007574

Klamath County, Oregon



00103766201100075740040041

06/23/2011 10:12:42 AM

Fee: \$52.00

Recording Requested By:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
1 Montgomery, 1st Floor
San Francisco, CA 94104

And After Recording, Return To:

RECORD & RETURN TO 24553
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071

28790043-OR-Klamath

Tax Account Number(s) of
Subject Property: 881635 and 881636

11010054659 #3

MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust (this "Modification") is entered into as of February 8, 2011, by and between Ferris Klamath Falls Investment Property, LLC, an Oregon Limited Liability Company ("Grantor") located at 3500 Washburn Way, Klamath Falls, OR 97603, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary"), with an office located at 1 Montgomery, 1st Floor, San Francisco, CA 94104.

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust dated as of February 3, 2009, executed by Grantor, to Wells Fargo Financial National Bank, as Trustee, in favor of Beneficiary, and recorded on February 6, 2009, as Instrument No. 2009-001495 of the Records of Klamath County, Oregon, as may have been modified from time to time ("Deed of Trust").

B. The obligations secured by the Deed of Trust have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Deed of Trust, or other modifications to the Deed of Trust have become necessary, and Grantor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to include within the indebtedness and obligations secured by the Deed of Trust, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of February 8, 2011, evidencing indebtedness of



Ferris Klamath Falls Investment Property, LLC to Beneficiary in the principal amount of \$817,000.00, with a final maturity date of March 2, 2019 (which represents the refinancing of that certain promissory, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of February 3, 2009, and secured by the Deed of Trust), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced, even if not specifically referenced therein.

2. The Deed of Trust is hereby modified to reflect that the promissory note, loan or credit agreement, confirmation letter and disclosure or other evidence of debt dated as of February 3, 2009, in the original maximum principal amount of \$808,431.00, and secured by the Deed of Trust, has been modified to, among other things, increase of the maximum principal amount to \$817,000.00.

3. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Deed of Trust.

4. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 

Sergey Shikhvarg

Title: Sr. Business Relationship Manger

GRANTOR:

FERRIS KLAMATH FALLS INVESTMENT
PROPERTY, LLC

By: 

Name: Sarah E. Ferris

Title: Manager

Source ID 21338148879
BLAST Job ID 454463857
Obligor 2875964855
Obligation 18
Processor Initials VG

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On June 16, 2011 before me, Annette A. Hoffmann,
(Here insert name and title of the officer)

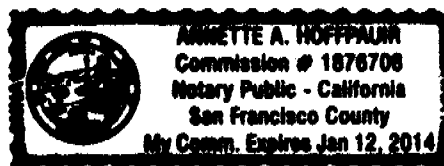
personally appeared Sergey Shikhvaly,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Modification of Deed of
(Title or description of attached document)

Trust
(Title or description of attached document continued)

Number of Pages 2 Document Date 2/8/2011

N/A
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

VP, SR. Business Relationship
(Title) Manager

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco } SS.

On February 10, 2011, before me, Narmphone Wannaviraj, Notary Public,

personally appeared Sarah E Ferris, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Modification of Deed of Trust

TITLE OR TYPE OF DOCUMENT

2

NUMBER OF PAGES

February 8, 2011

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER

