

WTC 1396-10874

2012-007596  
Klamath County, Oregon

**RECORDATION REQUESTED BY:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601



00121039201200075960030039

07/11/2012 11:32:52 AM

Fee: \$47.00

**WHEN RECORDED MAIL TO:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

**SEND TAX NOTICES TO:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated June 28, 2012, is made and executed between KBQ, LLC, whose address is 2450 N E Mary Rose Place, Bend, OR 97701 ("Grantor") and South Valley Bank & Trust, whose address is Commercial Branch, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated September 28, 2011 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated September 28, 2011, recorded October 11, 2011 in Volume 2011-011292 in Microfilm Records of Klamath County, Oregon.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2701 Clover Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-020BD-00400-000.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

Release Parcel 1 of Land Partition 3-12, located in the Southeast one-quarter of the Northwest one-quarter of Section 20, Township 38 South, Range 9 East, Willamette Meridian, filed June 18, 2012 in Volume 2012-006593, Microfilm Records of Klamath County, Oregon.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**DUE ON SALE-CONSENT BY LENDER.** Due On Sale-Consent By Lender. Lender may, at lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all and any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method on conveyance of an interest in the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 28, 2012.**

**GRANTOR:**

KBQ, LLC

By:   
Robert T. Quinn, II, Manager of KBQ, LLC

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.

**LENDER:**

SOUTH VALLEY BANK & TRUST

x   
Authorized Officer

47 June

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

)

COUNTY OF Klamath

) SS

)



On this 28<sup>th</sup> day of June, 20 12, before me, the undersigned Notary Public, personally appeared **Robert T. Quinn, II, Manager of KBQ, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Cynthia L. Jensen  
Notary Public in and for the State of Oregon

Residing at Klamath Falls

My commission expires 4/4/2013

LENDER ACKNOWLEDGMENT

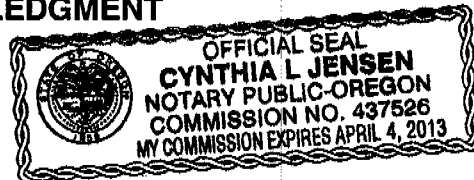
STATE OF Oregon

)

COUNTY OF Klamath

) SS

)



On this 28<sup>th</sup> day of June, 20 12, before me, the undersigned Notary Public, personally appeared **Patrick Fields** and known to me to be the **Loan Officer**, authorized agent for **South Valley Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **South Valley Bank & Trust**, duly authorized by **South Valley Bank & Trust** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **South Valley Bank & Trust**.

By Cynthia L. Jensen  
Notary Public in and for the State of Oregon

Residing at Klamath Falls

My commission expires 4/4/2013

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

That portion of the SE1/4 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying North and West of Tract 1163, CAMPUS VIEW, described as follows:

Beginning at a 1 1/4 inch axle which is the Northwest corner of the SE1/4 of the NW1/4 of said Section 20; thence South 89°09'56" East 371.47 feet to a 6 by 6 inch concrete monument with metal cap which is the Southwest corner of the Oregon Institute of Technology Campus as the same appears on Record Survey No. 708 in the office of the County Surveyor of Klamath County, Oregon; thence South 89°10'29" East on the South line of said Oregon Institute of Technology Campus boundary 347.94 feet to a 5/8 inch iron pin; thence South 02°42'18" West 373.88 feet to a 5/8 inch iron pin; thence Northwesterly 217.28 feet along the arc of a curve to the right through a central angle of 07°59'24" and a radius of 1,588.11 feet from a tangent bearing of North 68°59'23" West to a 5/8 inch iron pin; thence South 29°00'01" West 60.00 feet to a 5/8 inch iron pin; thence Southeasterly 30.81 feet along the arc of a curve to the right through a central angle of 88°15'03" and a radius of 20.00 feet, tangent to a bearing of South 16°52'28" East the chord of which bears South 16°52'28" East 27.85 feet, to a 5/8 inch iron pin; thence Southerly 53.85 feet on the arc of a curve to the left, through a central angle of 24°37'25" and a radius of 125.29 feet, the chord of which bears South 14°56'21" West 53.43 feet to a 5/8 inch iron pin; thence South 02°37'39" West 40.00 feet to a 5/8 inch iron pin; thence North 87°22'21" West 200.00 feet to a 5/8 inch iron pin; thence South 02°37'39" West 58.03 feet to a 5/8 inch iron pin; thence North 89°13'34" West 272.76 feet to a 5/8 inch iron pin and the North-South centerline of the NW1/4 of said Section 20; thence North 00°46'26" East on the North-South centerline of Section 20, 508.00 feet to the Northwest corner of the SE1/4 of the NW1/4 of Section 20 and the point of beginning.