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2014-012062
Klamath County, Oregon
 11/19/2014 09:00:43 AM
 Fee: \$57.00

RECORDATION REQUESTED BY:

Umpqua Bank
 Klamath Falls Commercial Banking Center
 540 Main St
 Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

Umpqua Bank
 Loan Support
 PO Box 2131
 Spokane, WA 99210

SEND TAX NOTICES TO:

Aspen Real Estate, LLC
 721 Arrowhead Rd
 Klamath Falls, OR 97601-1985

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 12, 2014, is made and executed between Aspen Real Estate, LLC, whose address is 721 Arrowhead Rd, Klamath Falls, OR 97601 ("Grantor") and Umpqua Bank, whose address is Klamath Falls Commercial Banking Center, 540 Main St, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 30, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 30, 2004 under Klamath County Book M-04, Page 43062-68 and re-recorded on August 3, 2004 under Klamath County Book M-04, Page 50968-74.

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

Real property in the County of KLAMATH, State of Oregon, described as follows:

Parcel 1:

A parcel of land situated in the SE 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly boundary of the O.T.I. Access Road (aka campus Drive) from which the monument marking the Northwesterly corner of that certain parcel of land described in Volume M69 at Page 5894, Deed Records of Klamath County, Oregon, bears North 2°38'30" East a distance of 84.40 feet; thence North 78°37'20" East a distance of 24.45 feet to a point on the centerline of a building party wall, as extended; thence North 78°37'20" East, along the center of said party wall, a distance of 42.0 feet to a point; thence continuing North 78°37'20" East a distance of 5.0 feet to a point; thence South 11°22'40" East a distance of 50.75 feet to a point; thence North 87°49'20" West a distance of 81.60 feet to a point on the Easterly boundary of said O.T.I. Access Road (Campus Drive); thence North 2°38'30" East along said Easterly boundary a distance of 32.60 feet to the point of beginning.

ALSO an undivided 1/4 interest in a parking area described as follows:

A parcel of land situated in the SE 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an existing 1/2 inch iron pin marking the northeast corner of that parcel of land described in Volume M69 at Page 5894, Microfilm Records of Klamath County, Oregon; from which the center quarter corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, bears South 0°51' West 839 feet, more or less, distant; thence North 87°49' West 59.2 feet to a point; thence South 2°38'30" West 117 feet to a point; thence North 87°49' West 138 feet to a point on the Easterly boundary of the O.T.I. Access Road; thence South 2°38'30" West along the Easterly boundary of the O.T.I. Access Road 53 feet to a 5/8 inch aluminum capped iron pin; thence South 87°49'20" East 202.6 feet to a 5/8 inch aluminum capped iron pin; thence North 0°51' East 170 feet to a point of beginning.

AND ALSO an undivided 1/4 interest in and to the following described parcel:

A parcel of land situated in the SE 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, adjacent to and Easterly of Campus Drive, Southerly of that certain parcel described in Volume M74 at page 10466, Microfilm Records of Klamath County, Oregon and Northerly and Westerly of that parcel described in Volume M72 at page 2437, Microfilm Records of Klamath County, Oregon.

Parcel 2:

A parcel of land situated in the SE 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the existing monument marking the Northwesterly corner of that parcel of land described in Volume M69 at page 5894, Microfilm Records of Klamath County, Oregon, said point also being the intersection of the Southerly boundary of Daggett Avenue and the Easterly boundary of Campus Drive; thence South 2°38'30" along the Westerly boundary 84.40 feet to a point; thence North 78°37'20" East 71.45 feet to a point; thence North 11°22'40" West 69.60 feet to a point on the Northerly boundary of said parcel; thence North 87°49' West along the Northerly boundary 52.47 feet to the point of beginning.

Also an undivided 1/4 interest in a parking area described as follows:

A parcel of land situated in the SE 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an existing 1/2 inch iron pin marking the Northeast corner of that parcel of land described in Volume M69 page 5894, Microfilm Records of Klamath County, Oregon, thence North 87°49' West 59.2 feet to a point; thence South 2°38'30" West 117 feet to a point; thence North 87°49' West 138 feet to a point on the Easterly boundary of Campus Drive; thence South 2°38'30" West along the Easterly boundary of Campus Drive 53 feet to a 5/8 inch aluminum capped iron pin; thence South 87°49'20" East 202.6 feet to a 5/8 inch aluminum capped iron pin; thence North 0°51' East 170 feet to a point of beginning.

AND ALSO an undivided 1/4 interest in and to the following described parcel:

A parcel of land situated in the SE 1/4 NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, adjacent to and Easterly of Campus Drive, Southerly of that certain parcel described in Volume M74 at page 10466, Microfilm Records of Klamath County, Oregon and Northerly and Westerly of that parcel described in Volume M72 at page 2437, Microfilm Records of Klamath County, Oregon.

The Real Property or its address is commonly known as 2682 & 2684 Campus Drive, Klamath Falls, OR 97601. The Real Property tax identification number is R-3809-020BD-04500; R-3809-020BD-04400; R-3809-020BD-04300; R-3809-020BD-04200.

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

First American Title Ins. Co. 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.

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57.00

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 378000253-9001

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Terms of the note are hereby amended as follows:

Note dated November 12, 2014 in the principal amount of \$91,919.33 with a maturity date of September 18, 2024

Beneficiary to read: Umpqua Bank successor in interest to Sterling Savings Bank

Grantor to read: Aspen Real Estate LLC.

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 endorsers 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.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding and, upon request of either party, shall be arbitrated pursuant to the rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in effect at the time the claim is filed. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

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 NOVEMBER 12, 2014.

GRANTOR:

ASPEN REAL ESTATE, LLC

By: David H. Panossian
David H Panossian, Member of Aspen Real Estate, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 378000253-9001

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LENDER:

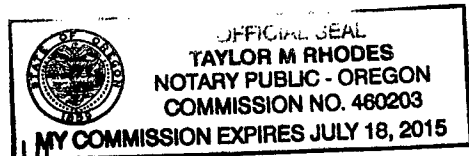
UMPQUA BANK

X Beth Kishkan
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 14 day of November, 20 14, before me, the undersigned Notary Public, personally appeared David H Panossian, Member of Aspen Real Estate, 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.

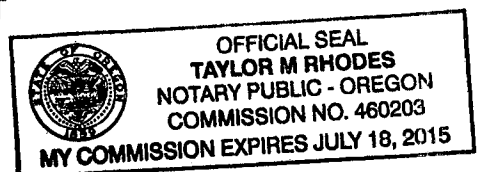
By Taylor M. Rhodes
Notary Public in and for the State of Oregon

Residing at 540 main St. Klamath, OR 97601
My commission expires 07-18-15

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 14 day of November, 20 14, before me, the undersigned Notary Public, personally appeared David Panossian and known to me to be the Beth Kishkan, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua Bank 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 Umpqua Bank.

By Taylor M. Rhodes
Notary Public in and for the State of Oregon

Residing at 540 main St. Klamath, OR 97601
My commission expires 07-18-15