

2015-003130

Klamath County, Oregon



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04/07/2015 09:56:41 AM

Fee: \$102.00

[Oregon]

AFTER RECORDING, RETURN TO:

Dee Ott, Recording Administrator  
SBA Network Services, LLC  
5900 Broken Sound Parkway, NW  
Boca Raton, Florida 33487  
800-487-7483

**AMENDMENT TO LINE OF CREDIT TRUST DEED**

**AMENDMENT TO TRUST DEED, ASSIGNMENT OF RENTS AND LEASES,  
SECURITY AGREEMENT AND FIXTURE FILING**

**GRANTOR:** SBA 2012 TC ASSETS, LLC, a Delaware limited liability company

**BENEFICIARY:** DEUTSCHE BANK TRUST COMPANY AMERICAS, lender

**TRUSTEE:** Stewart Title of Oregon, Inc., Trustee

**Maximum Principal Amount to be Advanced,** which amount may be exceeded by advances to complete construction pursuant to ORS 86.155(2)(c): \$4,030,000,000

**Term or Maturity Date,** exclusive of any option to renew or extend: October 15, 2049

**Premises:** OR47633-36941 S. Chiloquin Rd  
OR47635- 905 Wiard Street

[Oregon]

Prepared by, recording requested by,  
and when recorded, please return to:  
Dee Ott, Recording Administrator  
SBA Network Services, LLC  
5900 Broken Sound Parkway, NW  
Boca Raton, Florida 33487  
800-487-7483

AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND  
ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), dated as of October 15, 2014 is made by and between SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("**Mortgagor**"), whose address is 5900 Broken Sound Parkway, Boca Raton, Florida 33487, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, as lender under the Loan Agreement referred to below (in such capacity, "**Mortgagee**", which term shall be deemed to include successors and assigns), whose address is 60 Wall Street, New York, New York 10005, Attn: TSS-Alternative and Structured Finance Services.

PRELIMINARY STATEMENT

A. The Mortgagor, the Mortgagee (as successor trustee to LaSalle Bank National Association) and others are parties to that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified prior to the date hereof, the "**Existing Loan Agreement**"), among Mortgagor, as borrower, any additional borrower or borrowers that become a party thereto, and Mortgagee, as lender.

B. On the date hereof, Mortgagor, Mortgagee and the other borrowers party thereto are entering into that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith (the "**Amendment and Restatement**"; the Existing Loan Agreement, as amended and restated by the Amendment and Restatement, the "**Loan Agreement**"), which among other things, amends the Existing Loan Agreement to add certain borrowers as parties thereto and increases the amount of the loans made pursuant thereto.

C. In fulfillment of certain conditions to the issuances of credit described in the Loan Agreement and to secure, among other things, Mortgagor's obligations under the Loan Agreement, Mortgagee is the holder of the Mortgage more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the "**Existing Mortgage**") which encumbers the fee simple estate, leasehold estate, easement estate and/or other estate in the real property described therein.

D. Mortgagor and Mortgagee now desire to (i) amend the Existing Mortgage as hereinafter set forth, (ii) acknowledge and confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Mortgagor's obligations and the Liens and security interests created under the Existing Mortgage continue in full force and effect, unimpaired and undischarged. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or in the Existing Mortgage, as applicable.

E. Subsequent to executing and delivering the Existing Mortgage, the Mortgagor acquired one or more additional estates in the real property described in the Existing Mortgage.

F. Mortgagor and Mortgagee now desire to (i) amend the Existing Mortgage as hereinafter set forth, (ii) acknowledge and confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Mortgagor's obligations and the Liens and security interests created under the Existing Mortgage continue in full force and effect, unimpaired and undischarged. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or in the Existing Mortgage, as applicable.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. All references wherever contained in the Existing Mortgage to Loans in the original amount of "\$3,170,000,000" are hereby deleted and the amount "\$4,030,000,000" is substituted therefor. All references wherever contained in the Existing Mortgage to the maximum aggregate amount of principal indebtedness secured or similar phrases intending to refer to the maximum amount of principal indebtedness secured under the credit facility of "THREE BILLION ONE HUNDRED SEVENTY MILLION DOLLARS" or "\$3,170,000,000" are hereby deleted and the amount of "FOUR BILLION THIRTY MILLION DOLLARS" or "\$4,030,000,000", as the case may be, are substituted therefor.

2. Schedule A of the Existing Mortgage is amended to include the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto and all references wherever contained in the Existing Mortgage to "Owned Land" shall be deemed to include such parcel(s) of real property, if any. Schedule B-1 of the Existing Mortgage is amended to include the agreement(s) described on Schedule B-1 attached hereto and all references wherever contained in the Existing Mortgage to "Mortgaged Lease" shall be deemed to include such agreement(s), if any. Schedule B-2 of the Existing Mortgage is amended to include the parcel(s) of real property, if any, described on Schedule B-2 attached hereto and all references wherever contained in the Existing Mortgage to "Leased Land" in the Existing Mortgage shall be deemed to include such parcel(s) of real property, if any. By making,

executing and delivering this instrument, Mortgagor specifically intends that merger of title shall not occur with respect to any estate held by Mortgagor in the parcels of real property, whether fee simple or under the Mortgaged Lease or otherwise, and that each interest shall remain separate and distinct notwithstanding the making, execution and delivery of this instrument.

3. All references in the Existing Mortgage to the defined term "Mortgage" shall be deemed to mean and refer to the Existing Mortgage as the same may have previously been amended and as amended by this Amendment, and as the same may be further amended, supplemented, restated or otherwise modified from time to time. The parties hereby give notice that the Existing Loan Agreement has been amended pursuant to the Amendment and Restatement. Whenever referred to in the Existing Mortgage, "Loan Agreement" shall mean the Existing Loan Agreement referred to in the Mortgage, as amended and restated by the Amendment and Restatement, and as the same may be further amended, restated, replaced, substituted, supplemented or otherwise modified from time to time.

4. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Loan Documents to which Mortgagor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee's benefit thereunder, including, without limitation, the lien created by the Existing Mortgage, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

5. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagor's and Mortgagee's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Existing Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.

6. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any

such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

8. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party relative to the subject matter hereof not expressly set forth or referred to herein or therein.

9. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

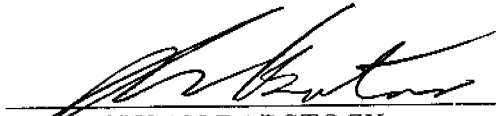
10. This Amendment shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

11. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

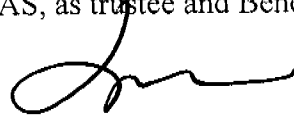
[SIGNATURE PAGE FOLLOWS]

OR

DEUTSCHE BANK NATIONAL TRUST  
COMPANY FOR  
DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as trustee and Beneficiary

By:   
Name: SUSAN BARSTOCK  
Title: VICE PRESIDENT

DEUTSCHE BANK NATIONAL TRUST  
COMPANY FOR  
DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as trustee and Beneficiary

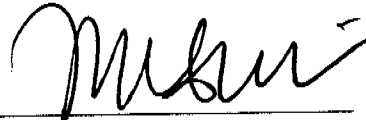
By:   
Name: JENNIFER FREDA  
Title: ASSOCIATE

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY                    )  
  ) ss.:  
COUNTY OF HUDSON                    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that SUSAN BARSTOCK and JENNIFER FRED A, whose named as VICE PRESIDENT and ASSOCIATE of DEUTSCHE BANK NATIONAL TRUST COMPANY FOR DEUTSCHE BANK TRUST COMPANY, a NEW YORK BANKING CORPORATION, is signed to the foregoing instrument, and who is personally known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said instrument.

Given under my hand and seal on this the 15 day of October, 2014.

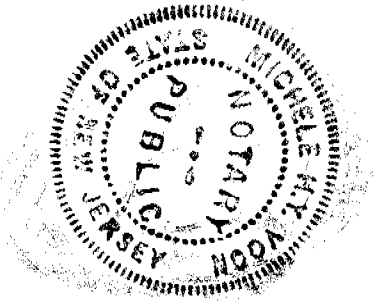


\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

MICHELE H. Y. VOON  
Notary Public, State of New Jersey  
My Commission Expires June 4, 2017





SCHEDULE I  
Security Instruments

The following Security Instruments are recorded in all public records of

County: KLAMATH  
State: OR  
Site Code: OR47633-A

A. Mortgage/Deed of Trust, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC  
Grantee/Trustee/Mortgagee: Deutsche Bank Trust Company Americas  
Dated: April 18, 2013  
Recording Information: 12/18/2013 inst#2013-013836 ✓

Schedule B-2

Leasehold Interest

A portion of:

Real Property in the County of Klamath, State of Oregon, described as follows:

S  $\frac{1}{2}$  N  $\frac{1}{2}$  SE  $\frac{1}{4}$  and the S  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, EXCEPTING THEREFROM the following: Being a portion of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 29, Township 34 South, Range 7 East of the Willamette Meridian,  
Describe as follows:

Commencing at the section of corner common Sections 28, 29, 32 and 33, all in said Township and Range; thence North 80°54'10" West, 614.85 feet to the true point of beginning of the parcel of land to be described; thence South 52° 29'30" West 150.00 feet; thence North 37°30'30" West, 150.00 feet; thence North 52° 29'30" East, 150.00 feet; thence South 37°30'30" East, 150.00 feet to the true point of Beginning.

Access easement as follows:

Width: 20 Feet; Approximate length: 1.10 Miles between the Leasehold Parcel and the public road known as Highway 422 North over existing traveled ways where practical, and establishing a new route as necessary.

Utilities easement as follows:

Width: 5 Feet; Approximate length; 500 Feet between the Leasehold Parcel and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require.

Tax Parcel Numbers: 3407-02800-01100  
3407-02800-00301

SCHEDULE I  
Security Instruments

The following Security Instruments are recorded in all public records of

County: KLAMATH  
State: OR  
Site Code: OR47635-A

A. Mortgage/Deed of Trust, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA 2012 TC Assets, LLC  
Grantee/Trustee/Mortgagee: Deutsche Bank Trust Company Americas  
Dated: April 18, 2013  
Recording Information: 12/18/2013 inst#2013-013836

Schedule B-2

Leasehold Interest

A portion of:

The Land is described and/or depicted as follows (metes and bounds description):

Enterprise Tracts, Lot 9 Por, Acres 5.12

Klamath Falls, Oregon

Premises are described and/or depicted as follows:

**LEASE SITE LEGAL DESCRIPTION**

A TELECOMMUNICATIONS LEASE SITE 25 FEET BY 25 FEET LOCATED IN AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 600, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, AND SAID LEASE SITE IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 77°38'12" WEST ON A BEARING BASED ON GEODETIC NORTH AS DERIVED USING REAL-TIME KINEMATIC GPS 1597.84 FEET TO A SET 5/8" REBAR AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST 25.00 FEET; THENCE NORTH 00°00'00" EAST 25.00 FEET; THENCE NORTH 90°00'00" EAST 25.00 FEET; THENCE SOUTH 00°00'00" WEST 25.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET.

**LEASE SITE ACCESS EASEMENT LEGAL DESCRIPTION**

AN EASEMENT FOR ACCESS 12 FEET IN WIDTH LOCATED ACROSS AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 600, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, WITH THE CENTERLINE OF SAID EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°40'11" WEST ALONG THE CENTER OF SECTION LINE 1782.41 FEET; THENCE NORTH 00°19'49" EAST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS UPLAND WAY AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 02°50'32" EAST 221.39 FEET; THENCE NORTH 84°15'04" EAST 128.41 FEET; THENCE NORTH 48°41'58" EAST 87.33 FEET; THENCE NORTH 00°00'00" WEST 19.57 FEET TO THE SOUTH LINE OF A TELECOMMUNICATIONS LEASE SITE AND THE END OF SAID CENTERLINE AND SAID EASEMENT.

## LEASE SITE UTILITY EASEMENT LEGAL DESCRIPTION

AN EASEMENT FOR UTILITIES 3 FEET IN WIDTH LOCATED ACROSS AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 800, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, WITH THE CENTERLINE OF SAID EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 62°41'57" WEST ON A BEARING BASED ON GEODETIC NORTH AS DERIVED USING REAL-TIME KINEMATIC GPS 1742.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 71°33'29" EAST 97.44 FEET; THENCE NORTH 48°41'58" EAST 84.55 FEET; THENCE NORTH 00°00'00" EAST 22.81 FEET TO THE SOUTH LINE OF A TELECOMMUNICATIONS LEASE SITE AND THE END OF SAID CENTERLINE AND SAID EASEMENT.