**RECORDATION REQUESTED BY:** 

Umpqua Bank Klamath Falls Commercial Banking Center C/O Loan Support Services PO Box 1580 Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Umpqua Bank PO Box 1580 Roseburg, OR 97470

SEND TAX NOTICES TO:

Dove Hollow Development, LLC 3939 S 6th St # 266 Klamath Falls, OR 97603-4728 2015-005315

Klamath County, Oregon 05/26/2015 02:29:19 PM

Fee: \$92.00

FOR RECORDER'S USE ONLY

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 18, 2015, is made and executed between Dove Hollow Development, LLC, an Oregon Limited Liability Company, whose address is 3939 S 6th St # 266, Klamath Falls, OR 97603-4728 ("Grantor") and Umpqua Bank, whose address is Klamath Falls Commercial Banking Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated June 14, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 15, 2006 as Volume M06, page 12253 in the official records of Klamath County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

**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 6040 Dove Hollow Dr, Klamath Falls, OR 97603. The Real Property tax identification number is R451059.

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

Modify real property address; modify real property tax identification number; modify term grantor and modify cross-collateralization

As used herein the term "Grantor" now means Dove Hollow Development, LLC.

CROSS-COLLATERALIZATION. This Agreement (including any Deed of Trust in which this provision appears) 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, determined or undetermined, absolute or contingent, liquidated or unliquidated, 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. Notwithstanding the foregoing, this Agreement (including any Deed of Trust in which this provision appears) does not secure a consumer purpose transaction, any leasing products or loans through Intervest-Mortgage Investment Company, a subsidiary of Umpqua Barris between Grantor and Lender.

(Initial Here \_\_\_\_).

continuing variable. 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.

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.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

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.

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.

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 MAY 18, 2015.

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DOVE HOLLOW DEVELOPMENT, LLC
By: Suan C. Conover.  Brian C Conover, Member of Dove Hollow Development, LLC
By:
By: Luanne & Councer Luanne J Conover, Member of Dove Hollow Development, LLC
Roy W Homes, Manager of Dove Hollow Development, LLC
By: A Holmes, Member of Dove Hollow Development, LLC
By: Stacey R Holmes, Manager of Dove Hollow Development, LLC
By: Stanley Peters, Member of Dove Hollow Development, LLC
By: Almu Stephen R Holmes, Member of Dove Hollow Development, LLC
LENDER:

GRANTOR:	
DOVE HOLLOW DEVELOPMENT, LLC	
By: Brian C Conover, Member of Dove Hollo	w Development, LLC
By: Keda J. Peter Linda L Peters, Member of Dove Hollow	Development, LLC
By: Luanne J Conover, Member of Dove Hol	
By: Roy W Holmes, Manager of Dove Hollow	
By: Ruby N Holmes, Member of Dove Hollov	
By: Stacey R Holmes, Manager of Dove Holl	
By: Stanley Peters, Member of Dove Hollow	
By:Stephen R Holmes, Member of Dove Ho	llow Development, LLC
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
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### EXHIBIT "A" LEGAL DESCRIPTION

#### PARCEL 1

A portion of the N1/2 SW1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the center line of Patterson Street with the North boundary of the SW1/4 of said Section 36, which point is 1303.0 feet, more or less, East of the one-quarter corner common to Sections 35 and 36 of said Township and Range; thence East, along the North boundary of the SW1/4 of said Section 36, a distance of 450.0 feet; thence South, along a line parallel to said Patterson Street, a distance of 400.00 feet; thence West, along a line parallel to said North boundary, a distance of 450.0 feet, more or less, to the centerline of said Patterson Street; thence North 400.0 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING that portion within the boundaries of Patterson Street.

#### PARCEL 2

A tract of land in the NE1/4 SW1/4 of Section 36, 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 East boundary of Patterson Street, said point begin North 89° 55' East a distance of 1345.2 feet and North 0° 16' West a distance of 2187.0 feet from the Southwest corner of said Section 36; thence North 89° 39 ½' East a distance of 420.0 feet; thence North 0° 16' West a distance of 91.2 feet to an iron pin on the Southeast corner of property deed to Dr. W.M. G. Holford, Jr., and Bernice K. Wolford by Deed Volume 278, page 240, Klamath County Deed Records; thence North 89° 59' West along the South line of said property a distance of 420.0 feet to the East boundary of Patterson Street; thence South 0° 16' East along the East boundary of Patterson Street a distance of 94.0 feet, more or less, to the point of beginning.

Tax Account No:3809-036CA-01800-000Key No:451059