

AMERITITLE

1396-11601

2015-010761

Klamath County, Oregon

09/30/2015 01:32:01 PM

Fee: \$47.00

RECORDATION REQUESTED BY:

Pacific Continental Bank
Oregon Loan Operations
PO Box 10727
Eugene, OR 97440

WHEN RECORDED MAIL TO:

Pacific Continental Bank
Oregon Loan Operations
PO Box 10727
Eugene, OR 97440

SEND TAX NOTICES TO:

Aricar LLC
7205 Hidden Valley Road
Klamath Falls, OR 97603

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



00000000025306048040109212015

THIS MODIFICATION OF DEED OF TRUST dated September 21, 2015, is made and executed between Aricar LLC, an Oregon limited liability company, whose address is 7205 Hidden Valley Road, Klamath Falls, OR 97603 ("Grantor") and Pacific Continental Bank, whose address is Oregon Loan Operations, PO Box 10727, Eugene, OR 97440 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 29, 2014 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on October 21, 2014 as Instrument #2014-011022, in the official records of Klamath County, State of Oregon.

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

See legal description in the Deed of Trust described above, which is made a part of this Modification as if fully set forth herein

The Real Property or its address is commonly known as 1821 Austin Street, Klamath Falls, OR 97603. The Real Property tax identification number is 895436 & 525872.

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

MATURITY DATE: The maturity date of the Note and Deed of Trust shall now be October 1, 2030.

DEFINITIONS: The following word(s) shall have the following meaning(s) when used in this Deed of Trust.

NOTE: The word "Note" now means the Promissory Note dated September 21, 2015 in the original principal amount of \$560,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions for the note or credit agreement.

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 endorers 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.

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 SEPTEMBER 21, 2015.

GRANTOR:

ARICAR LLC

By: 

Tyson F. Buck, Manager of Aricar 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.



000000000025306048040209212015

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

Loan No: 25306

Page 2

LENDER:

PACIFIC CONTINENTAL BANK

X Ben Mombert
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)
) SS
)



OFFICIAL STAMP
ASHLEE ROSE O'SHEA
NOTARY PUBLIC-OREGON
COMMISSION NO. 929320
MY COMMISSION EXPIRES JUNE 16, 2018

On this Twenty-fourth day of September, 20 15, before me, the undersigned Notary Public, personally appeared Tyson F. Buck, Manager of Arlear 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 Ashlee Rose O'Shea

Notary Public in and for the State of Oregon

Residing at 3211 Washburn Wy

My commission expires June 16, 2018

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Multnomah

)
) SS
)



OFFICIAL SEAL
KATHRYN C FREDLUND
NOTARY PUBLIC - OREGON
COMMISSION NO. 469873
MY COMMISSION EXPIRES JULY 10, 2016

On this 28th day of September, 20 15, before me, the undersigned Notary Public, personally appeared Ben Mombert and known to me to be the Officer, authorized agent for Pacific Continental Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Pacific Continental Bank, duly authorized by Pacific Continental 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 Pacific Continental Bank.

By [Signature]

Notary Public in and for the State of Oregon

Residing at 805 SW Broadway

My commission expires 7/10/16