

2016-003818

Klamath County, Oregon



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04/15/2016 10:43:48 AM

Fee: \$87.00

State of Oregon

AFTER RECORDING, RETURN TO:
Dee Ott, Recording Administrator
SBA Network Services, LLC
8051 Congress Avenue
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): \$4,530,000,000

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

Premises: OR47633-A; 36941 S. Chiloquin Rd, Chiloquin, OR 97624
OR47635-A; 905 Wiard Street, Klamath Falls, OR 97603

State of Oregon

Prepared by, recording requested by,
and when recorded, please return to:
Dee Ott, Recording Administrator
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
800-487-7483

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

THIS AMENDMENT TO AMENDED MORTGAGE FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), dated as of October 14, 2015 is made by and between SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("**Mortgagor**"), whose address is 8051 Congress Avenue, 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 entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Existing Loan Agreement**"), among Mortgagor, as borrower, any additional borrower or borrowers party thereto, and Mortgagee, as lender.

B. The Mortgagor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of the Mortgagee (the "**Servicer**") and the others party thereto entered into that certain Second Amended and Restated Loan and Security Agreement dated as of October 15, 2014 (the "**Amendment and Restatement**"; the Existing Loan Agreement, as amended and restated by the Amendment and Restatement, the "**Loan Agreement**"), which among other things, amended the Existing Loan Agreement to add certain borrowers as parties thereto and to increase the amount of the loans made pursuant thereto.

C. The Mortgagor, the Servicer and the others party thereto entered into that certain First Loan and Security Agreement Supplement and Amendment dated as October 14, 2015 (the "**Supplement**"), which among other things, amended the Loan Agreement to add certain borrowers as parties thereto and to increase the amount of the loans made pursuant thereto.

D. 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(s), leasehold estate(s), easement estate(s) and/or other estate(s) in the real property described therein.

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 "\$4,030,000,000" are hereby deleted and the amount "\$4,530,000,000" 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 "**FOUR BILLION THIRTY MILLION DOLLARS**" or "\$4,030,000,000" are hereby deleted and the amount of "**FOUR BILLION FIVE HUNDRED THIRTY MILLION DOLLARS**" or "\$4,530,000,000", 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 TRUST COMPANY
AMERICAS, as trustee

By: [Signature]
Name:
Title: **WILLIAM SCHWERDTMAN**
ASSOCIATE

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee

By: [Signature]
Name:
Title: **Sadie Richards**
Associate

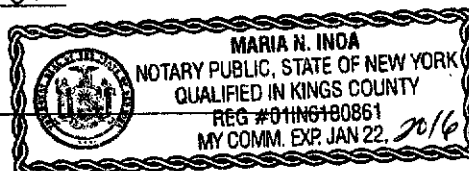
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS COUNTY)

On the 14 day of October in the year 2015 before me, the undersigned, personally appeared **William Schwerdtman, Associate and Sadie Richards, Associate** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



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

B. Amendment to ~~Amended and Restated~~ Mortgage/Deed of Trust, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/ Mortgagor: SBA 2012 TC Assets, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: October 15, 2014
Recording Information: 4/7/2015 Inst#2015-003130

SCHEDULE I
Security Instruments

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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
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Recording Information: 12/18/2013 inst#2013-013836

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Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: October 15, 2014
Recording Information: 4/7/2015 Inst#2015-003130