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Fee: \$77.00

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

RECORD & RETURN TO  
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P.O. BOX 29071  
Glendale, CA 91209-9071  
  
57083869-OR35-Klamath

24783

Loan No: 772541215  
APN: R371270 & R371298

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

### MEMORANDUM OF ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSUMPTION AGREEMENT (this "Memorandum"), is made as of December 13, 2016, by and among the following parties (the "Parties"): 10 MD LLC, an Oregon limited liability company ("Assuming Party"); Winema LLC, an Oregon limited liability company ("Original Borrower"); Kimberly Twitchell; Benjamin Piper (individually and collectively "Guarantor"); and JPMORGAN CHASE BANK, N.A. ("Lender").

This Memorandum is made and recorded to give notice of the following facts and circumstances:

1. Lender is the beneficiary or mortgagee under a deed of trust, mortgage or similar security instrument (as applicable, the "Security Instrument") executed by Original Borrower and recorded on October 31, 2007, in the official records of Klamath County, Oregon as Instrument No. 2007-018720 encumbering the real property described in Exhibit "A" attached hereto (the "Property"). The Security Instrument secures a loan (the "Loan") evidenced by a promissory note (the "Note") dated October 25, 2007, in the original principal sum of \$1,225,000.00. The Note, the Security Instrument and the other documents, instruments and agreements evidencing, securing, guaranteeing or otherwise relating to the Loan are referred to in this Memorandum as the "Loan Documents."

2. Assuming Party has acquired or is acquiring title to the Property. In connection therewith, each of the Parties has executed and delivered an Assumption Agreement (the "Agreement") of even date herewith. The Agreement evidences the assumption of the Loan by Assuming Party and certain modifications to the Loan Documents.

3. Pursuant to the Agreement, Assuming Party is assuming the Loan and all obligations set forth in the Note or the other Loan Documents.

4. Original Borrower has not been released from any obligations under the Loan and the Loan Documents.

5. Guarantor has not been released from any obligations under the Loan and the Loan Documents.

6. This Memorandum is prepared for the purpose of recordation and to give notice of certain of the rights and obligations imposed in the Agreement. It does not constitute an amendment or modification of the Agreement and the failure to mention other rights or obligations contained in the Agreement will have no effect on the validity or enforceability of such rights or obligations.

7. The Agreement is incorporated into this Memorandum as if set forth in full herein. This Memorandum is subject to all the terms and conditions of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Memorandum, the terms and conditions of the Agreement will control.

[Remainder of page intentionally left blank]

DATED as of the day and year first above written

**ASSUMING PARTY:**

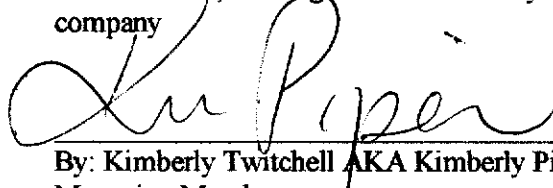
10 MD LLC, an Oregon limited liability  
company



By: Benjamin Piper, Managing Member

**ORIGINAL BORROWER:**

Winema LLC, an Oregon limited liability  
company



By: Kimberly Twitchell AKA Kimberly Piper,  
Managing Member



By: Benjamin Piper, Managing Member

**GUARANTOR:**



Kimberly Twitchell



Benjamin Piper


**LENDER:**

JPMORGAN CHASE BANK, N.A.

By:

Name:

Title:

  
Naomi Walker  
Authorized Officer

STATE OF OREGON

COUNTY OF Klamath

This instrument was acknowledged before me on December 22, 2016 (date) by  
Benjamin Piper & Kimberly Piper (name(s) of person(s)) as  
Managing member (type of authority, e.g., officer,  
trustee, etc.) of Winema LLC (name of party on behalf of  
whom instrument was executed)

Brienne Riley  
NOTARY PUBLIC

Print Name: Brienne Riley

My Commission Expires:

09/30/2018



Oregon Acknowledgment

**Individual**

STATE OF OREGON

ss.

COUNTY OF

I certify that I know or have satisfactory evidence that Kimberly Piper is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22 day of December, 2016



Brienne Riley  
(Signature of Notary)

Brienne Riley  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Oregon,  
residing at Klamath Falls

My appointment expires 09/30/2018

Oregon Acknowledgment

Individual

STATE OF OREGON

ss.

COUNTY OF Klamath

I certify that I know or have satisfactory evidence that Benjamin Piper is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22 day of December, 20 14



Brienne Riley  
(Signature of Notary)

Brienne Riley

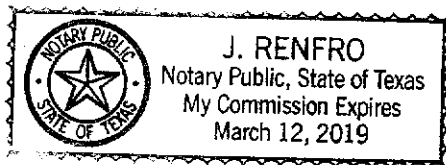
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Oregon,  
residing at Klamath Falls

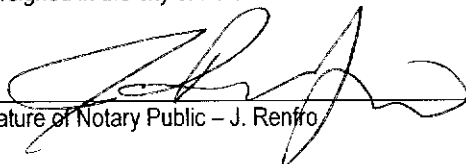
My appointment expires 09/30/2018

State of TEXAS  
County of TARRANT

) ss.  
)



On the 29th day of December in the year **2016**, before me, the undersigned, a Notary Public in and for said state, personally appeared **Naomi Walker**, 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, and that such individual made such appearance before the undersigned in the city of Fort Worth and the state of Texas.

  
\_\_\_\_\_  
Signature of Notary Public – J. Renfro

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

A tract of land situated in the NE1/4 NE1/4 of Section 32 and the SE1/4 SE1/4 of Section 29, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly line of Pine Street and the Easterly line of Eleventh Street in the City of Klamath Falls, Oregon; thence Northeasterly along said Southerly line of Pine Street 170 feet to a point thereon distant 50 feet Southwesterly along said Pine Street from the most Westerly corner of Lot 5, Block 3, HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence Southeasterly and parallel with said Easterly line of Eleventh Street 112 feet; thence Southwesterly parallel to said Pine Street, 50 feet; thence Southeasterly parallel with Eleventh Street 8 feet; thence Northeasterly and parallel with the Northerly line of Main Street in the City of Klamath Falls, Oregon, 125 feet; thence Southeasterly and parallel with said Easterly line of Eleventh Street 120 feet to said Northerly line of Main Street at a point thereon distant 50 feet Southwesterly from the Southwest corner of Lot 6, Block 3, HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence Southwesterly along said Northerly line of Main Street 245 feet to the Northeast corner of Main Street and Eleventh Street; thence Northwesterly along the Easterly line of Eleventh Street to the point of beginning.

Subject to the alley existing in said Block 3, a portion of which is included in the above description.

**PARCEL 2:**

A tract of land situated in the NE1/4 NE1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the point on the Southerly line of Pine Street which is distant 50 feet Southwesterly along said Pine Street from the most Westerly corner of Lot 5, Block 3, HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon and thence running Southeasterly and parallel with the Easterly line of Eleventh Street a distance of 112 feet to the true point of beginning of this description; thence Southwesterly and parallel to said Pine Street 50 feet; thence, Southeasterly and parallel with Eleventh Street 8 feet; thence, Northeasterly and parallel with the Northerly line of Main Street a distance of 50 feet, more or less; thence, Northwesterly and parallel with Eleventh Street a distance of 8 feet, more or less, to said true point of beginning.

APN:R371270 & R371298