

146243AM

2017-003369

Klamath County, Oregon

03/30/2017 03:58:00 PM

Fee: \$52.00

**RECORDATION REQUESTED BY:**

Washington Federal  
425 Pike Street  
Seattle, WA 98101

**WHEN RECORDED MAIL TO:**

Washington Federal  
Commercial Loan Servicing  
425 Pike Street  
Seattle, WA 98101

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated March 29, 2017, is made and executed between KBQ LLC, an Oregon Limited Liability Company. ("Grantor") and Washington Federal, whose address is 425 Pike Street, Seattle, WA 98101 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated September 28, 2011 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded October 11, 2011 under Recording No. 2011-011292, records of Klamath County, Oregon.

**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 2701 Clover Street, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-020BD-00400-000.

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

The maturity date is hereby extended to February 10, 2020.

**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 endorser 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 MARCH 29, 2017.**

**GRANTOR:**

KBQ LLC

By:   
Robert T. Quinn, II, Manager of KBQ LLC

**LENDER:**

WASHINGTON FEDERAL

X   
Authorized Officer

Return To:

 AmeriTitle

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 416827-4

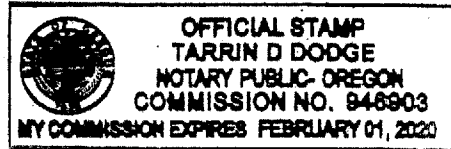
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Deschutes



On this 29<sup>th</sup> day of March, 20 17, before me, the undersigned Notary Public, personally appeared **Robert T. Quinn, II, Manager of KBO 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 [Signature]  
Notary Public in and for the State of OR

Residing at Redmond, OR  
My commission expires Feb 1<sup>st</sup>, 2020

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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) SS  
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COUNTY OF Deschutes



On this 29<sup>th</sup> day of March, 20 17, before me, the undersigned Notary Public, personally appeared Chae Huckings and known to me to be the Division Manager, authorized agent for **Washington Federal** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Washington Federal**, duly authorized by **Washington Federal** 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 **Washington Federal**.

By [Signature]  
Notary Public in and for the State of OR

Residing at Redmond, OR  
My commission expires Feb 1<sup>st</sup>, 2020

## Exhibit A

Parcels 2 and 3 of Land Partition 3-12, located in the Southeast one-quarter of the Northwest one-quarter of Section 20, Township 38 South, Range 9 East, Willamette Meridian, filed June 18, 2012 in Volume 2012-006593, Microfilm Records of Klamath County, Oregon.