

2017-008621

Klamath County, Oregon



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08/01/2017 12:11:37 PM

Fee: \$107.00

State of Oregon

AFTER RECORDING, RETURN TO:
Tina Wright, Recording Clerk
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
800-487-7483

AMENDMENT TO LINE OF CREDIT TRUST DEED

**AMENDMENT TO AMENDED TRUST DEED, ASSIGNMENT OF RENTS AND
LEASES,
SECURITY AGREEMENT AND FIXTURE FILING, AS AMENDED**

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): \$4,870,000,000

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

Real Property Tax account No: Not Required

Reference: Instrument # 2013-013836

Document 1 of 1

State of Oregon

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

AMENDMENT TO AMENDED DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT
OF LEASES AND RENTS, AS AMENDED

THIS AMENDMENT TO AMENDED DEED OF TRUST FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS, AS AMENDED (this "**Amendment**"), dated as of April 17, 2017 is made by and between SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("**Grantor**"), 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, "**Beneficiary**", 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 Grantor, the Beneficiary (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 Grantor, as borrower, any additional borrower or borrowers party thereto, and Beneficiary, as lender.

B. The Grantor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of the Beneficiary (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 (as amended, 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 Grantor, the Servicer and the others party thereto entered into that certain Third Loan and Security Agreement Supplement and Amendment dated as April 17, 2017 (the "**Supplement**"), which among other things, amended the Loan Agreement 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, Grantor's obligations under the Loan Agreement, Beneficiary is the holder of the Deed of Trust more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the "**Existing Deed of Trust**") 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 Deed of Trust, the Grantor acquired one or more additional estates in the real property described in the Existing Deed of Trust.

F. Grantor and Beneficiary now desire to (i) amend the Existing Deed of Trust as hereinafter set forth, (ii) acknowledge and confirm that the Existing Deed of Trust remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Grantor's obligations and the Liens and security interests created under the Existing Deed of Trust 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 Deed of Trust, as applicable.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary agree as follows:

1. All references wherever contained in the Existing Deed of Trust to Loans in the original amount of "\$4,680,000,000" are hereby deleted and the amount "\$4,870,000,000" is substituted therefor. All references wherever contained in the Existing Deed of Trust 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 SIX HUNDRED EIGHTY MILLION DOLLAR" or "\$4,680,000,000" are hereby deleted and the amount of "FOUR BILLION EIGHT HUNDRED SEVENTY MILLION DOLLARS" or "\$4,870,000,000", as the case may be, are substituted therefor.

2. Schedule A of the Existing Deed of Trust 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 Deed of Trust to "Owned Land" shall be deemed to include such parcel(s) of real property, if any. Schedule B-1 of the Existing Deed of Trust is amended to include the agreement(s) described on Schedule B-1 attached hereto and all references wherever contained in the Existing Deed of Trust to "Trust Lease" shall be deemed to include such agreement(s), if any. Schedule B-2 of the Existing Deed of Trust 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 Deed of Trust to "Leased Land" in the Existing Deed of Trust shall be deemed to include such parcel(s) of real property, if any. By making, executing and delivering this instrument, Grantor specifically intends that merger of title shall not occur with respect to any estate held by Grantor in the parcels of real property, whether fee

simple or under the Trust 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 Deed of Trust to the defined term "Mortgage" or "Deed of Trust" shall be deemed to mean and refer to the Existing Deed of Trust 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 Deed of Trust, "Loan Agreement" shall mean the Existing Loan Agreement referred to in the Deed of Trust, 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. Grantor and Beneficiary 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 Grantor and Beneficiary hereby ratify, confirm and agree that the Loan Documents to which Grantor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Beneficiary's benefit thereunder, including, without limitation, the lien created by the Existing Deed of Trust, 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. Grantor and Beneficiary acknowledge and agree that the execution and/or acceptance of this Amendment by Beneficiary shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Grantor's or Beneficiary's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Grantor's and Beneficiary'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 Beneficiary shall be under no obligation, express or implied, to grant Grantor any future or further modification, renewal, extension and/or amendment to the Existing Deed of Trust, 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]

My Commission Expires: _____

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee and lender

By: *ME*

Name:

MARK ESPOSITO

Title:

ASSISTANT VICE PRESIDENT

By: *Rosemary Cabrera*

Name:

Rosemary Cabrera

Title:

Associate

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

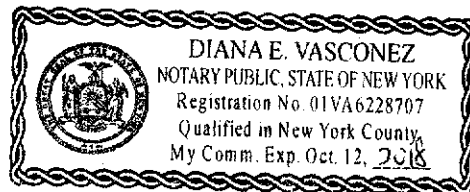
State of New York)
County of New York) ss.:

On the 17 day of April in the year 2017 before me, the undersigned, personally appeared **Rosemary Cabrera , as Associate and Mark Esposito as Assistant Vice President** of Deutsche Bank Trust Company Americas, a National Banking Association, 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.

Diana E. Vasquez
NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]/ [NOTARY STAMP]



SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Klamath
State: OR
Site Code: OR47633-A
PARCEL ID:
Address: 36941 S Chiloquin Rd

A. Line of Credit Trust Deed, Deed of Trust, Security Agreement, 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: April 18, 2013
Recording Information: 12/18/2013 inst#2013-013836

B. Amendment to Line of Credit Trust Deed, Deed of Trust, Security Agreement, 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

C. Amendment to Amended Line of Credit Trust Deed, Deed of Trust, Security Agreement, 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 14, 2015
Recording Information: 4/15/2016 Inst#2016-003818

D. Amendment to Amended Line of Credit Trust Deed, Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents, as amended

Grantor/Trustor/ Mortgagor: SBA 2012 TC Assets, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: July 7, 2016
Recording Information: 9/29/16, Instr #2016-010387

SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Klamath
State: OR
Site Code: OR47635-A
PARCEL ID:
Address: 905 Wiard Street

A. Line of Credit Trust Deed, Deed of Trust, Security Agreement, 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: April 18, 2013
Recording Information: 12/18/2013 inst#2013-013836

B. Amendment to Line of Credit Trust Deed, Deed of Trust, Security Agreement, 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

C. Amendment to Amended Line of Credit Trust Deed, Deed of Trust, Security Agreement, 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 14, 2015
Recording Information: 4/15/2016 Inst#2016-003818

D. Amendment to Amended Line of Credit Trust Deed, Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents, as amended

Grantor/Trustor/ Mortgagor: SBA 2012 TC Assets, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: July 7, 2016
Recording Information: 9/29/16, Instr #2016-010387