

2018-008791

Klamath County, Oregon

07/24/2018 02:53:00 PM

Fee: \$107.00

RECORDATION REQUESTED BY:

Umpqua Bank
Sonora - Junction
13775 Mono Way, Suite C
Sonora, CA 95370

WHEN RECORDED MAIL TO:

Umpqua Bank - Loan Support
PO Box 2224, Spokane, WA 99210-2224 OR
707 W. Main Street, 6th Floor
Spokane, WA 99201

SEND TAX NOTICES TO:

Jeff Sargo
Randall N Moss
20009 Peppermint Falls Rd
Jamestown, CA 95327

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 12, 2018, is made and executed between Jeff Sargo, whose address is 20009 Peppermint Falls Rd, Jamestown, CA 95327 and Randall N Moss, whose address is 25970 Powell Ranch Rd, Sonora, CA 95370 ("Grantor") and Umpqua Bank, whose address is Sonora - Junction, 13775 Mono Way, Suite C, Sonora, CA 95370 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 8, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on November 14, 2006 under Klamath County filing No. 2006-022735.

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

Parcel 1
Lots 32 thru 39 inclusive, Block 22 of INDUSTRIAL ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
Parcel 2
Lot 31, Block 22, Industrial Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 1850 Main St and 201 Martin St, Klamath Falls, OR 97601. The Real Property tax identification number is 416990 & 417007.

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

The maturity date shall be extended to January 23, 2019.

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 endorsers 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.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of California. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Sacramento County, California except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

JUDICIAL REFERENCE. In any judicial action or cause of action arising from this Agreement or otherwise, including without limitation contract and tort disputes, all decisions of fact and law shall, at the request of either party, be referred to a referee in accordance with Section 638 et seq. of the California Code of Civil Procedure if the action is before a court of any judicial district of the State of California. The referee shall prepare written findings of fact and conclusions of law, and judgment upon the referee's award shall be entered in court in which such proceeding was commenced. No provision or exercise of any right under this provision shall limit the right of the undersigned or Lender or other holder of this Agreement to exercise self-help remedies, such as foreclosure against or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the pendency of any judicial reference proceeding. The exercise of a remedy does not waive the right of either party to resort to judicial reference. The parties further agree that all disputes, claims and controversies between them shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding.

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

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ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the referee or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not a court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

UNDER CALIFORNIA LAW, A CONTRACT, PROMISE, UNDERTAKING, OR COMMITMENT TO LOAN MONEY OR TO GRANT OR EXTEND CREDIT, IN AN AMOUNT GREATER THAN \$100,000.00, NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, MADE BY A PERSON ENGAGED IN THE BUSINESS OF LENDING OR ARRANGING FOR THE LENDING OF MONEY OR EXTENDING CREDIT, IS INVALID UNLESS IT OR SOME NOTE OR MEMORANDUM THEREOF IS IN WRITING AND SIGNED BY THE PARTY TO BE CHARGED OR THE PARTY'S AGENT.

COMPLIANCE WITH APPLICABLE LAWS. Borrower/Grantor agrees to comply with all applicable government requirements, federal, state, or local, whether such laws are different or inconsistent. Borrower/Grantor agrees to cause all tenants, agents and users of the property to comply with such laws. Borrower/Grantor agrees that all activities and operations, business or personal, conducted on the Property will be conducted in a reasonable and prudent manner in compliance with applicable laws. Borrower/Grantor agrees not to engage in or permit or allow any tenant, agent or user of the Property to engage in any unlawful activities on the property including, but not limited to, any activity that may not comply with the federal Controlled Substances Act, as amended.

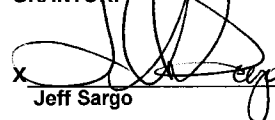
INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

SURETYSHIP WAIVER. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

ADDITIONAL VARIABLE INTEREST RATE PROVISION. Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law, nor shall the Index be less than zero percent (0.000%).

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 JUNE 12, 2018.

GRANTOR:

X 

Jeff Sargo

Signed in counterpart

X _____
Randall N Moss

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

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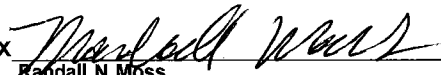
SURETYSHIP WAIVER. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

ADDITIONAL VARIABLE INTEREST RATE PROVISION. Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law, nor shall the Index be less than zero percent (0.000%).

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 JUNE 12, 2018.

GRANTOR:

X _____
Jeff Sargo

X  _____
Randall N Moss

MODIFICATION OF DEED OF TRUST
(Continued)

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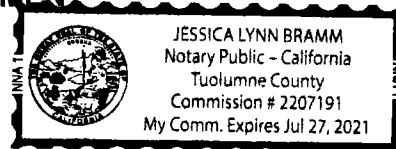
LENDER:

UMPQUA BANK


Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Tuolumne) SS)



On this day before me, the undersigned Notary Public, personally appeared **Jeff Sargo**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of June, 2018.

By Jessica Lynn Bramm Residing at UMPQUA BANK
Notary Public in and for the State of California My commission expires 7/27/21

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS)

On this day before me, the undersigned Notary Public, personally appeared **Randall N Moss**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

UMPUA BANK

X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Jeff Sargo**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

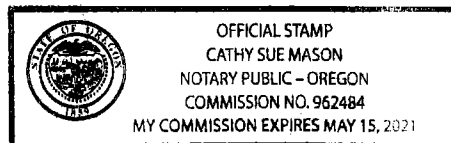
Given under my hand and official seal this _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this day before me, the undersigned Notary Public, personally appeared **Randall N Moss**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of June, 2018.

By Cathy Mason Residing at 2943 50.6th St K Falls OR

Notary Public in and for the State of Oregon My commission expires May 15, 2021

MODIFICATION OF DEED OF TRUST
(Continued)

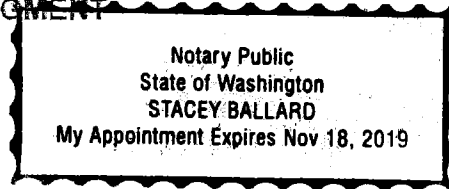
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LENDER ACKNOWLEDGMENT

STATE OF WA

COUNTY OF Pierce

)
) SS
)



On this 25th day of June, 20 18, before me, the undersigned Notary Public, personally appeared David Clubb and known to me to be the VP, authorized agent for Umpqua Bank and executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By Stacey Ballard
Notary Public in and for the State of WA

Residing at Tacoma, WA
My commission expires 11/18/19