


MTC 276401 An

2019-000948

Klamath County, Oregon

01/31/2019 03:47:01 PM

Fee: \$112.00

RECORDATION REQUESTED BY:

Umpqua Bank
c/o Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Umpqua Bank
c/o Loan Support Services
PO Box 1580
Roseburg, OR 97470

FOR RECORDER'S USE ONLY

SECOND MODIFICATION OF DEED OF TRUST

THIS SECOND MODIFICATION OF DEED OF TRUST ("Second Modification") is made this 21st day of January, 2019, by and between OZ INVESTMENT, L.L.C., an Oregon limited liability company, whose address is 15350 SW Sequoia Pkwy., Suite 140, Portland, OR 97224 (hereinafter referred to as "Grantor"); and UMPQUA BANK, an Oregon state-chartered bank, as successor in interest by merger to Sterling Savings Bank, whose address is c/o Loan Support Services, PO Box 1580, Roseburg, OR 97470 (hereinafter referred to as "Beneficiary").

Reference is hereby made to that certain Deed of Trust, Assignment of Rents, and Security Agreement (and Fixture Filing) from Grantor to Beneficiary encumbering certain real property located in Klamath County, Oregon. Said Deed of Trust was recorded on July 31, 2008, in the official records of Klamath County, Oregon as Document No. 2008-010879, and modified by a Modification of Deed of Trust dated June 12, 2018, recorded on June 21, 2018, in the official records of Klamath County, Oregon as Document No. 2018-007479 (the "Deed of Trust").

The Deed of Trust encumbers the following described real property located in Klamath County, Oregon:

See attached Exhibit A (the "Real Property").

In consideration of the mutual benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary modify the Deed of Trust as follows:

The maturity date of the Note, as defined in the Deed of Trust, is changed to May 1, 2019.

Except for the modification set forth herein, all of the remaining terms and conditions of the Deed of Trust shall remain unchanged and in full force and effect.

This Second Modification may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a binding agreement among all parties.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

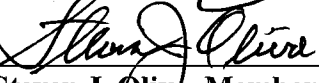
[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor and Beneficiary have caused this Second Modification of Deed of Trust to be executed the day and year first above written.

GRANTOR:


OZ INVESTMENT, L.L.C.

By: 
Mark S. Zimel, Member

By: 
Steven J. Oliva, Member

BENEFICIARY:

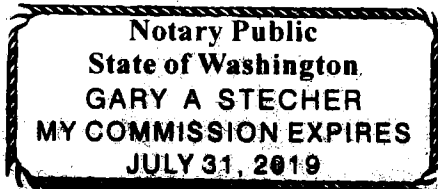
UMPQUA BANK

By: 
Name: Susan Rowan
Its: AVP

STATE OF OREGON, WASHINGTON

County of CLARK

The record was acknowledged before me on January 29, 2019 by Mark S. Zimel, member, on behalf of OZ Investment, L.L.C., a limited liability company.

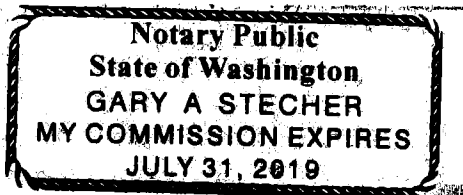


Gary A. Stecher
Notary Public for ~~Oregon~~ WASHINGTON

STATE OF OREGON, WASHINGTON

County of CLARK

The record was acknowledged before me on January 29, 2019 by Steven J. Oliva, member, on behalf of OZ Investment, L.L.C., a limited liability company.



Gary A. Stecher
Notary Public for ~~Oregon~~ WASHINGTON

STATE OF OREGON,

County of _____

The record was acknowledged before me on January __, 2019 by _____, _____, on behalf of Umpqua Bank, an Oregon state-chartered bank.

Notary Public for Oregon

EXHIBIT "A"

Real property in the County of Klamath, State of Oregon, described as follows:

A parcel of land being a portion of Parcels 2 and 3 of Land Partition 23-03, and Lots 10 through 15 of Tract 1276, located in the NE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point being South 89°58'00" West, 4.61 feet from the Northeast corner of Lot 4, Block 2 of Tract 1249; Thence North 89°58'00" East, 278.83 feet along the northerly line of Lot 5 and a portion of Lot 4, Block 1, Tract 1249; Thence South 00°01'57" East, 165.00 feet to the Southerly line of said Lot 4; Thence along said Southerly line North 89°58'00" East, 240.00 feet to the Southeast corner of said Lot 4 and the Westerly right-of-way line of Washburn Way; Thence along said Westerly right-of-way line, South 00°02'01" East, 465.16 feet to the Southeast corner of Lot 15 of Tract 1276; Thence along the Southerly line of said Lot 15, South 89°58'00" West, 209.00 feet to the Southwest corner of said Lot 15; Thence along the Westerly line of said Lot 15, North 00°02'00" West, 13.16 feet to the Northeast corner of Parcel 1 of Land Partition 23-03; Thence along the Northerly line of said Parcel 1, South 89°58'00" West, 309.82 feet; Thence leaving said Northerly line, North 00°02'01" West, 617.00 feet to the point of beginning. Bearings are based on Land Partition No. 23-03.

Containing 6.50 acres, more or less.

Tax Parcel Number: R863845, R881637, R881638, R881639, R881640, R881641, R881642, R881643 and R863854

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

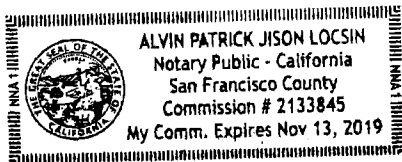
State of California

County of CONTRA COSTA

On JANUARY 30, 2019 before me, Alvin Patrick Jison Locsin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Susan Rowan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 2nd Modification of DOT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____