

2019-001484

Klamath County, Oregon

02/15/2019 11:53:01 AM

Fee: \$102.00

This instrument prepared by and after recording return to:
Bryan Phillips
U.S. Bank National Association
Collateral Department
P.O. Box 5308
Portland, OR 97228-5308

AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (the "**Amendment**"), is made and entered into by Padilla Holding Co., LLC (the "**Grantor**", whether one or more) and U.S. Bank National Association (the "**Beneficiary**") as of the date set forth below.

RECITALS

- A. Grantor or its predecessor in interest executed a Trust Deed, for the benefit of Beneficiary or its predecessor in interest, originally dated or amended or restated as of February 18, 2004 (as amended and/or restated, the "**Deed of Trust**"). The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in **Exhibit A** attached hereto.

Real Property Tax Identification Number: 3809-032AD-08400

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on March 1, 2004, in Book Volume M04, Page 11700, (or as Document No. _____).
- C. Grantor has requested certain modifications to the Deed of Trust as described below.
- D. Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Grantor and Beneficiary agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Deed of Trust.

Change in Note/Deed of Trust Amount. All references in the Deed of Trust to a note or notes dated February 18, 2004 in the principal amount(s) of \$61,500.00 are hereby amended and replaced with references to the following note(s):

Note(s) originally dated or amended or restated as of February 15, 2019 in the stated or amended principal amount(s) of \$14,725.91 (separately and collectively, the "**Note**").

Change in Maturity Date. The maturity date of the latest of the Obligations to mature, secured by the Deed of Trust, is hereby amended to February 15, 2024.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Grantor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Deed of Trust.

Fees and Expenses. Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Beneficiary of existing defaults by Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Grantor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

Electronic Records. Beneficiary may, on behalf of Grantor, create a microfilm or optical disk or other electronic image of the Amendment. Beneficiary may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices, with the electronic image deemed to be an original.

Authorization. Grantor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Grantor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of February 15, 2019.

GRANTOR:

Padilla Holding Co., LLC
a/an **Oregon Limited Liability Company**

By: [Signature]
Name and Title: **Kenneth Padilla, Member**

BENEFICIARY:

U.S. Bank National Association

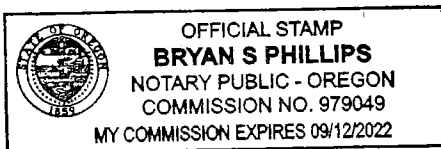
By: [Signature]
Name and Title: **Bryan Phillips, Assistant Vice President**

GRANTOR NOTARIZATION

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on February 13, 2019, by **Kenneth Padilla**, as **Member of Padilla Holding Co., LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



[Signature]
Printed Name: Bryan Phillips
Title (and Rank): AVP & RM
My commission expires: Sept. 12, 2022

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on February 13, 2022 2019 DH, by **Bryan Phillips**, as **Assistant Vice President of U.S. Bank National Association**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



Daniel Alberto Hernandez Alvarado
Printed Name: Daniel Alberto Hernandez Alvarado
Title (and Rank): Manager
My commission expires: May 29, 2022

EXHIBIT A TO AMENDMENT TO DEED OF TRUST
(Legal Description)

Grantor: Padilla Holding Co., LLC

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Real property is situated at 321 S. 5th Street, Klamath Falls, Oregon 97601 and is more particularly described as follows:

THE N1/2 OF LOTS 6 AND 7 IN BLOCK 84 OF KLAMATH 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.

Also known as: 321 S 5th St, Klamath Falls, Oregon