

2019-002581

Klamath County, Oregon

03/21/2019 11:42:00 AM

Fee: \$97.00

RECORDATION REQUESTED BY:

Umpqua Bank
Klamath Falls - Shasta
2943 S Sixth St
Klamath Falls, OR 97603

Return to:

ServiceLink

1355 Cherrington Pkwy
Moon Twp, PA 15108

24983878

SEND TAX NOTICES TO:

Dana Alan Fransen
Jacki Diane Fransen
9669 Hill Rd
Klamath Falls, OR 97603

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated March 6, 2019, is made and executed between Dana Alan Fransen and Jacki Diane Fransen, Husband and Wife, whose address is 9669 Hill Rd, Klamath Falls, OR 97603 ("Grantor") and Umpqua Bank, whose address is Klamath Falls - Shasta, 2943 S Sixth St, Klamath Falls, OR 97603 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 4, 2018 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on September 12, 2019 under Klamath County instrument #2018-011089.

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

A PARCEL OF LAND SITUATED IN THE NE1/4 OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NE1/4 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 31 BEARS NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST 1097.67 FEET; THENCE SOUTH 76 DEGREES 53 MINUTES 58 SECONDS WEST 108.48 FEET TO THE CENTER OF CASING OF A WELL; THENCE CONTINUING SOUTH 76 DEGREES 53 MINUTES 58 SECONDS WEST 49.22 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN COUNTY ROAD KNOWN AS HILL ROAD; THENCE SOUTHEASTERLY ON ARC OF A 3849.72 FOOT RADIUS CURVE TO THE RIGHT (DELTA EQUAL 06 DEGREES 45 MINUTES 50 MINUTES, LONG CHORD EQUAL SOUTH 11 DEGREES 41 MINUTES 26 SECONDS EAST 454.20) 454.47 FEET; THENCE CONTINUING ALONG SAID EAST LINE OF HILL ROAD SOUTH 08 DEGREES 18 MINUTES 31 SECONDS EAST 355.39 FEET; THENCE CONTINUING ALONG SAID EAST LINE OF HILL ROAD ON THE ARC OF A 3789.72 FOOT RADIUS CURVE TO THE LEFT (DELTA EQUAL 01 DEGREE 28 MINUTES 33 SECONDS, LONG CHORD EQUAL SOUTH 09 DEGREES 02 MINUTES 48 SECONDS EAST 97.61 FEET) 97.62 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ON SAID EAST LINE 928.59 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING A PARCEL OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN VOLUME M04, PAGE 35361, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, AS SITUATED IN THE NE1/4 OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SECTION 31 WHICH BEARS SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST A DISTANCE OF 173.63 FEET FROM THE N 1/16 CORNER OF SAID SECTION 31, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST A DISTANCE OF 518.30 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HILL ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE OF HILL ROAD 97.62 FEET ALONG THE ARC OF A 3789.72 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD WHICH BEARS NORTH 09 DEGREES 02 MINUTES 48 SECONDS WEST A DISTANCE OF 97.61 FEET AND HAVING A DELTA ANGLE OF 1 DEGREE 28 MINUTES 33 SECONDS; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL ROAD 13.08 FEET ALONG THE ARC OF A 3849.72 FOOT RADIUS TO THE LEFT, THE LONG CHORD WHICH BEARS NORTH 08 DEGREES 24 MINUTES 21 SECONDS WEST A DISTANCE OF 355.35 FEET; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF HILL ROAD 13.08 FEET ALONG THE ARC OF A 3849.72 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS NORTH 08 DEGREES 24 MINUTES 21 SECONDS WEST A DISTANCE OF 13.08 AND HAVING A DELTA ANGLE OF 0 DEGREES 11 MINUTES 41 SECONDS THENCE LEAVING SAID EAST RIGHT OF WAY LINE OF HILL ROAD 48 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 87.24 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING, WITH BEARINGS BEING BASED ON COUNTY SURVEY 2876. PARCEL 2 A TRACT OF LAND SITUATED IN THE NW1/4 NW1/4 OF SECTION 32, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4 NW1/4; THENCE NORTH 00 DEGREES 19 MINUTES 00 SECONDS WEST ON THE WEST LINE OF SAID NW1/4 NW1/4, 522.70 FEET; THENCE NORTH 81 DEGREES 35 MINUTES 00 SECONDS EAST 202.01 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 00 SECONDS EAST 552.29 FEET TO A POINT ON THE

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SOUTH LINE OF SAID NW1/4 NW1/4; THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE 200 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A PARCEL OF LAND BEING A PORTION THE THE PROPERTY DESCRIBED IN VOLUME M01, PAGE 10209, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, AS SITUATED IN THE S1/2 NW1/4 OF SECTION 32, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE N1/16 CORNER COMMON TO SAID SECTION 32 AND SECTION 31, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 48 DEGREES 54 MINUTES 19 SECONDS WEST A DISTANCE OF 264.11 FEET TO THE WEST LINE OF SAID SECTION 32, THENCE NORTH 00 DEGREES 19 MINUTES 00 MINUTES WEST ALONG THE SAID SECTION LINE A DISTANCE OF 173.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, WITH BEARINGS BEING BASED ON COUNTY SURVEY 2876.

The Real Property or its address is commonly known as 9669 Hill Rd, Klamath Falls, OR 97603. The Real Property tax identification number is R603154.

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

This Deed of Trust now secures a Credit Agreement dated February 06, 2019 with a credit limit of \$120,000.00.

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.

CROSS COLLATERALIZATION. This loan is not cross-collateralized with any other debts, liabilities of Borrower and/or Grantor to Lender.

VENUE. This transaction has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, you agree, at our request, to submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, except and only to the extent of procedural matters related to the perfection and enforcement of our rights and remedies against the Collateral if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the Credit Line Agreement, 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.

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 arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator 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 an arbitration or 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.

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.

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(Continued)

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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 6, 2019.

GRANTOR:

X [Signature]
Dana Alan Fransen

X [Signature]
Jacki Diane Fransen

LENDER:

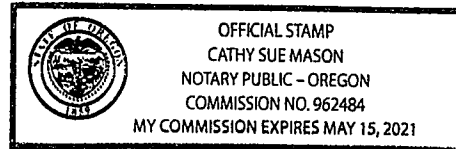
UMPQUA BANK

X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF KLAMATH

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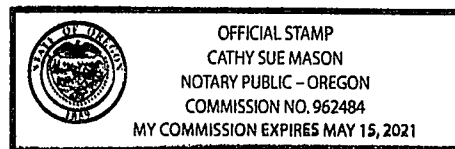
On this day before me, the undersigned Notary Public, personally appeared Dana Alan Fransen, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 6th day of March, 2019.
By Cathy Mason Residing at 2943 S. 6th St K Falls OR
Notary Public in and for the State of Oregon My commission expires 5-15-2021 97603

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Jacki Diane Fransen, 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 6th day of March, 2019.
By Cathy Mason Residing at 2943 S. 6th St K Falls OR
Notary Public in and for the State of Oregon My commission expires 5-15-2021 97603

MODIFICATION OF DEED OF TRUST
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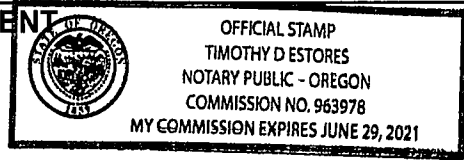
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LENDER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

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On this 6th day of March, 20 19, before me, the undersigned, Notary Public, personally appeared Cathy Mason and known to me to be the Relationship Banker authorized agent for Umpqua Bank that 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 [Signature]
Notary Public in and for the State of Oregon

Residing at 2943 S. 6th St. Klamath Falls OR 97603
My commission expires 6/29/2021