

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

2019-005974

Klamath County, Oregon

05/30/2019 03:16:00 PM

Fee: \$102.00

AmeriTitle 301709am - Accom E
WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (the "**Amendment**"), is made and entered into by Southern Oregon Goodwill Industries (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 May 15, 2010 (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: 3909-010BC-00500-000 3909-010BC-00600-000
3909-010BC-00700-000 3909-010BC-00800-000

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on May 18, 2010, in Book _____, Page _____, (or as Document No. 2010006042).
- 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 Secured Obligations. The Deed of Trust is granted to secure all of the following obligations, whether now or hereafter existing (the "**Obligations**"): the loan(s) by Beneficiary to Southern Oregon Goodwill Industries (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of April 15, 2019, in the stated or amended principal amount(s) of \$1,558,879.29, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "**Note**"); all of Grantor's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated and whether absolute or contingent; all of Grantor's obligations under the Deed of Trust; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of

the Deed of Trust, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs.

For purposes of this Amendment, "**Loan Documents**" means together and individually the Note, the Deed of Trust and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guarantying or otherwise related to the indebtedness evidenced by the Note or the pledge of the Mortgaged Property as security for repayment of the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

The definition of Obligations set forth above replaces any existing description of the indebtedness or other obligations secured by the Deed of Trust. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

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 December 15, 2023.

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.

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon
COUNTY OF Jackson) ss.

This instrument was acknowledged before me on 5-28-19, by **Timothy Clayton**, as **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)

Carolyn Denise Philpott
Printed Name: Carolyn Denise Philpott
Title (and Rank): Notary
My commission expires: 9-3-19

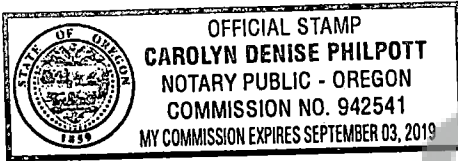


EXHIBIT A TO AMENDMENT TO DEED OF TRUST
(Legal Description)

Grantor: Southern Oregon Goodwill Industries

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Lots 1, 2, 3 and 4 in Block 2 of FREMONT PARK - TRACT 1183, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING from said Lot 1 that portion thereof conveyed to The State of Oregon, by and through its Department of Transportation for road purposes by Deed recorded November 15, 1995 in Volume M95, page 31162, Microfilm Records of Klamath County, Oregon.

Also known as: 3401 Washburn Way, Klamath Falls, Oregon

Unofficial
Copy