**2019-007202**

Klamath County, Oregon

06/26/2019 01:48:01 PM

Fee: \$97.00

**WHEN RECORDED MAIL TO:**

Banner Bank  
Bothell Loan Service Center  
P.O. Box 1589  
Bothell, WA 98041

**SEND TAX NOTICES TO:**

1945, LLC  
1800 Blankenship Road, Suite 325  
West Linn, OR 97068

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated June 15, 2019, is made and executed between 1945, LLC, An Oregon Limited Liability Company, whose address is 1800 Blankenship Road, Suite 325, West Linn, OR 97068 ("Grantor") and Banner Bank, whose address is Lake Oswego Commercial Banking Center, 412 "A" Avenue, Suite 300, Lake Oswego, OR 97034 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated August 30, 2018 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on September 10, 2018 under Recording Number 2018-010974, records of Klamath County, State of Oregon.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1945 Main Street, Klamath Falls, OR 97601. The Real Property tax identification number is Code No. 001 Account No. R374366, Map No. R-3809-028CD-13500-000.

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

This Deed of Trust secures a Promissory Note dated June 15, 2019, between Borrower and Lender, in the amount of \$1,068,000.00, with a maturity date of June 15, 2022, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or Credit Agreement.

**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.

**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 15, 2019.**

**GRANTOR:**

1945, LLC

By:

  
Jeffrey J. Parker, Member of 1945, LLC

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER:

BANNER BANK

X

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Oregon

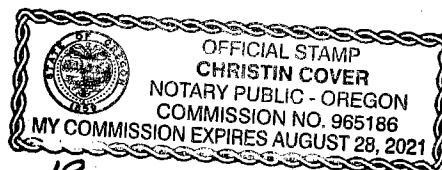
COUNTY OF

Clackamas

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On this 21<sup>st</sup> day of June, 20 19, before me, the undersigned Notary Public, personally appeared Jeffrey I. Parker, Member of 1945, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By

[Signature]

Residing at

1800 Blankship Rd West Linn, OR

Notary Public in and for the State of

Oregon

My commission expires

August 28, 2021

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

COUNTY OF

Clackamas

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On this 24<sup>th</sup> day of June, 20 19, before me, the undersigned Notary Public, personally appeared Steve Trefzger and known to me to be the Vice President, authorized agent for Banner Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Banner Bank, duly authorized by Banner 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 Banner Bank.

By

[Signature]

Residing at

Salem Oregon

Notary Public in and for the State of

Oregon

My commission expires

10-18-19

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

Beginning at a point on the Northerly line of Main Street, which is South 89 degrees 18' East a distance of 862.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 254.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South 68 degrees 52' East and parallel with the Southwesterly line of said canal right of way and 20 feet distant Southwesterly at right angles therefrom a distance of 52.6 feet, more or less, to a point; thence South 0 degrees 42' West a distance of 234.5 feet, more or less to the Northerly line of Main Street; thence North 89 degrees 18' West along the Northerly line of Main Street a distance of 50 feet to the place of beginning, all in WILLIAMS ADDITION to the City of Klamath Falls, Oregon; and beginning at a point on the Northerly line of Main Street, which is South 89 degrees 18' East a distance of 912.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, SECOND HOT SPRINGS ADDITIONS to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 234.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South 75 degrees 22 1/2' East parallel with the Southwest line of said canal right of way and 20 feet distant Southwesterly at right angles therefrom a distance of 55 feet, more or less to the Northwest corner of that parcel of land deeded to Dr. A. A. Soule, April 24, 1923; thence in a Southerly direction and parallel to Mortimer Avenue, a distance of 214.8 feet, more or less, to the Northerly line of Main Street; thence Westerly along the Northerly line of Main Street a distance of 50 feet to the place of beginning, all in Williams Addition.

**PARCEL 2:**

Beginning at a point which is South 89 degrees 19' East a distance of 1062.2 feet, East along the Northerly line of Main Street from the Southeasterly corner of Block 57 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 191.25 feet to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S. Reclamation Service Main Canal Right of Way; thence in a Northwesterly direction and parallel with the Southwesterly line of said canal right of way and 20 feet distant at right angles therefrom a distance of 101.25 feet, more or less, to a point; thence South 0 degrees 42' West a distance of 214 feet, more or less to the Northerly line of Main Street; thence South 89 degrees 18' East a distance of 100 feet to the place of beginning lying and being in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and in the South half of the Southeast quarter of the Southwest quarter of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

Beginning at a point which is South 89 degrees 18' East a distance of 1067.2 feet along the Northerly line of Main Street from the Southeasterly corner of Block 57 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 185.75 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S. Reclamation Service Main Canal right of way; thence in Northwesterly direction and parallel with the Southwesterly line of the said canal right of way and 20 feet distant at right angles therefrom a distance of 5.18 feet the Northeast corner of that piece of land deeded to Eve Soule by Herbert Lang and Jennie Lang, as recorded in Volume 105 at page 47 of Klamath County Deed Records; thence South 0 degrees 42' West a distance of 187.15 feet, more or less, to a point on the Northerly line of Main Street; thence South 89 degrees 18' East along the Northerly line of Main Street a distance of 5.0 feet to the point of beginning, lying and being in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and in the S1/2 SE1/4 SW1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian.

TOGETHER WITH that portion of the alley vacated by Ordinance No. 5526 recorded as M66 Page 3643, records of Klamath County, Oregon, which inures by law as to all 3 parcels.