

RECORDATION REQUESTED BY:

TRI COUNTIES BANK
Redding Commercial
880 E Cypress Ave.
Redding, CA 96002

WHEN RECORDED MAIL TO:

Tri Counties Bank
Corporate Headquarters
63 Constitution Drive
Chico, CA 95973

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 20, 2019, is made and executed between Todd L. Martin and Pennie K. Martin, whose address is 10889 Granite Drive, Shasta, CA 96087 ("Grantor") and TRI COUNTIES BANK, whose address is Redding Commercial, 880 E Cypress Ave., Redding, CA 96002 ("Lender").

DEED OF TRUST. Lender and Grantor entered into a Deed of Trust dated May 16, 2014 (the "Deed of Trust") which has been recorded in Klamath County, Oregon, as follows:

Recorded May 22, 2014, instrument #2014-005495, Klamath County, Oregon.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath Falls, Klamath County, 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 4665 Marsh Hawk Drive, Klamath Falls, OR 97601. The Real Property tax identification number is 883716.

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

1. **Increase the Loan Amount from \$108,500.00 to \$157,300.00.**
2. **Extend maturity date from May 16, 2019 to May 16, 2024.**
3. **Security Agreement.** The Security Agreement paragraph is hereby deleted in its entirety and replaced and superseded by the following:

This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as enacted and amended by the State of Oregon from time to time (the "Uniform Commercial Code").

4. **Jury Trial Waiver and Alternative Dispute Resolution.** Subparts (2) – (9) of the Jury Trial and Alternative Dispute Resolution paragraphs are hereby deleted in their entirety and replaced and superseded by the following:

(2) INTENTIONALLY OMITTED.

(3) INTENTIONALLY OMITTED.

(4) INTENTIONALLY OMITTED.

(5) INTENTIONALLY OMITTED.

(6) **PROVISIONAL REMEDIES, SELF-HELP AND FORECLOSURE.** No provision of this Agreement shall limit the right of any Party to (a) exercise self-help remedies including, without limitation, set off, (b) foreclose nonjudicially against or sell any collateral, by power of sale or otherwise or (c) obtain or oppose temporary, provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any action to enforce this Agreement and the Related Documents.

(7) **LIMITATION ON DAMAGES.** In the event that punitive damages are permitted under Applicable State Law, the amount thereof shall not exceed a sum equal to the amount of actual damages.

(8) **SEVERABILITY.** In the event that any provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect. Any dispute between the Parties shall be resolved and determined by binding arbitration in accordance with the American Arbitration Association's Rules for commercial disputes, as they may be amended from time to time.

(9) **MISCELLANEOUS.** In the event that multiple Claims are asserted, some of which are found not to be subject to this Agreement, the Parties agree to stay the proceedings of the Claims not subject to this Agreement until all other Claims are resolved in accordance with this Agreement. In the event that Claims are asserted against multiple parties, some of whom are not subject to this Agreement, the Parties agree to sever the Claims subject to this Agreement and resolve them in accordance with this Agreement. "Applicable State Law" shall

mean the law of the State of Oregon; provided, however, that if any Party seeks to (i) exercise self-help remedies, including without limitation, set off, (ii) foreclose against or sell any collateral, by power of sale or otherwise or (iii) obtain or oppose provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any Arbitration Proceeding or legal action, the law of the state where such collateral is located shall govern the exercise of or opposition to such rights and remedies. "Claim" shall mean any claim, cause of action, action, dispute or controversy between or among the Parties, whether sounding in contract, tort or otherwise, which arises out of or relates to: (i) any of the Related Documents, (ii) any negotiations or communications relating to any of the Related Documents, whether or not incorporated into the Related Documents or any indebtedness evidenced thereby; or (iii) any alleged agreements, promises, representations or transactions in connection therewith. "Parties" shall mean Borrower, Guarantor and Lender (each, a "Party").

5. **Governing Law.** The Governing Law provision is hereby deleted in its entirety and replaced and superseded by the following:

This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions.

6. **Choice of Venue.** The Choice of Venue provisions in both the BLA and the Note are hereby deleted in their entirety and replace and superseded by the following:

If there is a lawsuit, Borrower agrees that, at the sole option of Lender, all actions, proceedings or counterclaims arising out of or relating to this Agreement and the Related Documents will be litigated in the Superior or Federal Court in and for the County of Klamath, State of Oregon.

7. **Note.** The term the "Note" shall mean that certain Promissory Note, dated May 16, 2014, in the original principal amount of \$108,500.00 as amended by that certain Change-in-Terms Agreement dated June 11, 2019, that will be executed contemporaneously with this Modification of Deed of Trust. The Maturity Date of the Note as amended is May 16, 2014

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 11, 2019.

GRANTOR:

X Todd L. Martin

Todd L. Martin

X Pennie K. Martin

Pennie K. Martin

LENDER:

TRI COUNTIES BANK

X Jason Peterson

Authorized Officer

Jason Peterson

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California

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) SS
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COUNTY OF Shasta

On this day before me, the undersigned Notary Public, personally appeared **Todd L. Martin and Pennie K. Martin**, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

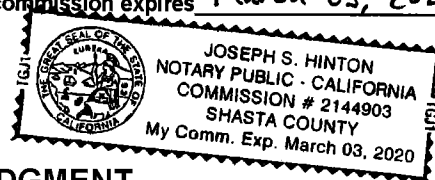
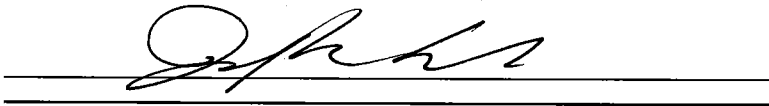
Given under my hand and official seal this 25th day of June, 20 19.

By Joseph S. Hinton

Residing at 836 E Cypress Ave. Redding CA 96002

Notary Public in and for the State
of California

My commission expires March 03, 2020



LENDER ACKNOWLEDGMENT

STATE OF California

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) SS
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COUNTY OF Shasta

On this 25th day of June, 20 19, before me, the undersigned Notary Public, personally appeared Jason Peterson and known to me to be the Vice President, authorized agent for **TRI COUNTIES BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **TRI COUNTIES BANK**, duly authorized by **TRI COUNTIES 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 **TRI COUNTIES BANK**.

By Joseph S. Hinton

Residing at 836 E. Cypress Ave. Redding, CA 96002

Notary Public in and for the State
of California

My commission expires March 03, 2020

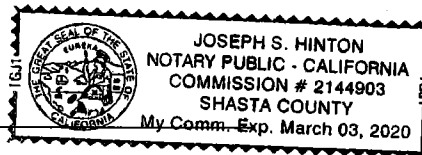


EXHIBIT "A"

Lot 385 - RUNNING Y RESORT PHASE 6, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.