

2019-012402

Klamath County, Oregon

10/23/2019 11:30:01 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 FREMONT MILLWORK CO. (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 September 7, 2017 (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: R542381

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on September 7, 2017, in Book _____, Page _____, (or as Document No. 2017-010123).
- 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 FREMONT MILLWORK CO. (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of March 11, 2019, in the stated or amended principal amount(s) of \$430,220.49, 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 September 10, 2027.

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 (i) are within Grantor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Grantor is bound. Grantor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Grantor which is not a natural person is validly existing and in good standing under the laws of its

state of organization, and the Amendment and the documents referenced to herein have been authorized by all appropriate entity 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.

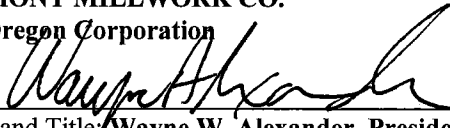
Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of October 9, 2019.

GRANTOR:

FREMONT MILLWORK CO.

a/an **Oregon Corporation**

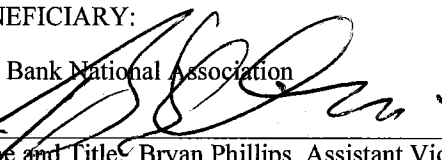
By: 
Name and Title: **Wayne W. Alexander, President**

By: 
Name and Title: **Travis J. Landrum, Vice President**

By: 
Name and Title: **Necia L. Porto, Secretary**

BENEFICIARY:

U.S. Bank National Association

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

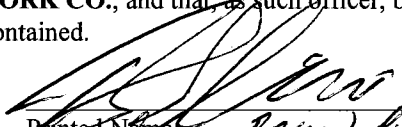
GRANTOR NOTARIZATION

STATE OF **OREGON**)
) ss.
COUNTY OF **CLATSOP**)

This instrument was acknowledged before me on **10/22/2019**, by **Wayne W. Alexander**, as **President** of **FREMONT MILLWORK CO.**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

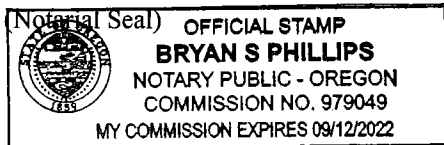
(Notarial Seal)

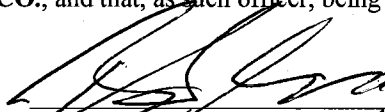



Printed Name: **Bryan Phillips**
Title (and Rank): **AVP & PM**
My commission expires: **9/12/2022**

STATE OF Oregon)
COUNTY OF Klamath) ss.

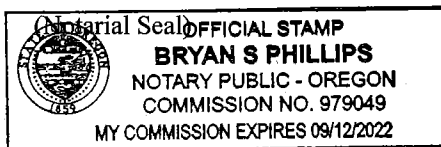
This instrument was acknowledged before me on 10/22/2019, by **Travis J. Landrum**, as **Vice President of FREMONT MILLWORK CO.**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.





Printed Name: BRYAN S PHILLIPS
Title (and Rank): AVP & RM
My commission expires: 9/12/2022

STATE OF Oregon)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on 10/22/2019, by **Necia L. Porto**, as **Secretary of FREMONT MILLWORK CO.**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.



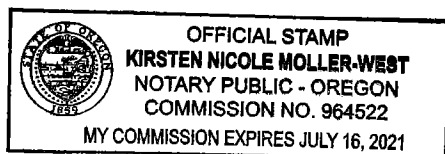

Printed Name: BRYAN S PHILLIPS
Title (and Rank): AVP & RM
My commission expires: 9/12/2022

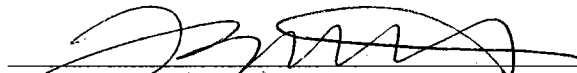
BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on October 22, 2019, 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)




Printed Name: Kirsten Nicole Moller-West
Title (and Rank): Personal Banker
My commission expires: July 16, 2021

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

Grantor/Trustor: FREMONT MILLWORK CO.

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Parcel 1:

A parcel of land lying in the NW 1/4 of the NW 1/4, Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon:

Starting at an iron bolt set in a pavement vault which bolt marks the Northwest corner of Section 10; thence South 0°07'30" East 1342.84 feet to the Southwest corner of the NW 1/4 of the NW 1/4 of Section 10; thence South 0°07'30" East 2.10 feet to the center line of Onyx Avenue; thence South 89°35'30" East 62.05 feet along the center line of Onyx Avenue; thence North 0°02'15" West 30 feet to an iron pin which lies at the intersection of the Easterly right of way line of Washburn Way with the Northerly right of way line of Onyx Avenue; thence South 89°35'30" East 1004.91 feet along the Northerly right of way line of Onyx Avenue to an iron pin; said iron pin marking the true point of beginning of this description; thence North 0°05'36" West 170.40 feet to an iron pin; thence North 89°30' West 150 feet to an iron pin; thence South 0°05'33" East 170.64 feet more or less to an iron pin lying on the Northerly right of way line of Onyx Avenue; thence South 89°35'30" East 150 feet along the Northerly right of way line of Onyx Avenue to the true point of beginning.

Parcel 2:

A parcel of land lying in the NW 1/4 of the NW 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin in a pavement vault which marks the North-west corner of Section 10; thence South 0°07'30" East along the Westerly line of Section 10, 1342.84 feet to a nail and brass disc set in pavement, said disc marked RE 3641, and said nail and disc marking the Southwest corner of the NW 1/4 of the NW 1/4 of Section 10; thence South 89°30' East 1317.01 feet along the South line of the NW 1/4 of the NW 1/4 of Section 10 to a nail set in a railroad tie, said nail set by F.Z. Howard, County Surveyor, in September, 1955, to mark the Southeast corner of the NW 1/4 NW 1/4 of Section 10, thence North 89°35'30" West 50 feet along the center line of Onyx Street, as constructed; thence North 0°05'40" West along the Westerly line of the Great Northern Railway (now Burlington Northern Railway) right of way line, as protracted, 30 feet to an iron pin and brass disc, said disc marked RE 3641, said pin and disc marking the true point of beginning of this description, thence North 89°35'30" West and parallel to the center line of Onyx Street, as constructed, 200 feet; thence North 0°05'40" West 170.39 feet; thence South 89°30' East 200 feet to an iron pin lying on the Westerly right of way line of aforementioned railway, said iron pin having been set by F.Z. Howard, in September 1955, to mark the Northeast corner of Fremont Glass and Millwork Company property; thence South 0°05'40" East along said railway right of way line 170.08 feet to the true point of beginning.

SAVING AND EXCEPTING THEREFROM any portion of the above mentioned property lying within the limits of Onyx Street or the Great Northern Railway.

ALSO EXCEPTING THEREFROM all that portion conveyed to Klamath County, Oregon by Bargain and Sale Deed recorded May 25, 1970, Instrument No. M70, page 4150 Klamath County Records.

Also known as: 2949 Onyx Ave, Klamath Falls, Oregon