

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 KLAMATH FALLS LEASING, LLC (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 November 15, 2004 (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: 476808

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on November 22, 2004, in Book M04, Page 80288, (or as Document No. 80288).
- 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 Maturity Date. The maturity date of the latest of the Obligations to mature, secured by the Deed of Trust, is hereby amended to November 15, 2024.

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 reasonable 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 November 15, 2019.

GRANTOR:

KLAMATH FALLS LEASING, LLC

a/an **Oregon Limited Liability Company**

By: *Benjamin E Boersma*
Name and Title: **Benjamin E Boersma, Member**

By: *Lindsay Ann Boersma*
Name and Title: **Lindsay Ann Boersma, Member**

BENEFICIARY:

U.S. Bank National Association

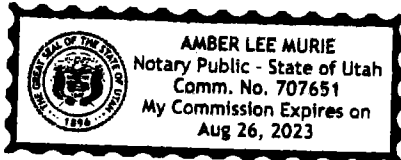
By: *Bryan Phillips*
Name and Title: **Bryan Phillips, Assistant Vice President**

GRANTOR NOTARIZATION

STATE OF Utah
COUNTY OF Salt Lake ss.

This instrument was acknowledged before me on November 8 2019, by **Benjamin E Boersma**, as **Member of KLAMATH FALLS LEASING, LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

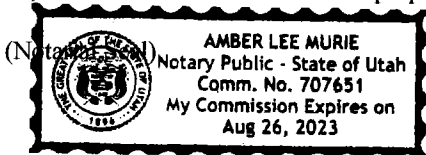
(Notarial Seal)



Amber Lee Murie
Printed Name: *Amber Lee Murie*
Title (and Rank): *Notary Public*
My commission expires: *8/26/2023*

STATE OF Utah)
COUNTY OF Salt Lake) ss.

This instrument was acknowledged before me on November 8th 2019, by **Lindsay Ann Boersma**, as **Member of KLAMATH FALLS LEASING, LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.



[Signature]
Printed Name: Amber Lee Murie
Title (and Rank): Notary Public
My commission expires: 8/26/2023

BENEFICIARY (BANK) NOTARIZATION

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

This instrument was acknowledged before me on 11/14/2019, 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)



[Signature]
Printed Name: Linzi Rose Kerr
Title (and Rank): Notary
My commission expires: Feb 21, 2022

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

Grantor/Trustor: KLAMATH FALLS LEASING, LLC

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

PARCEL 1:

The Westerly 1 1/2 feet of Lot 4 and all of Lot 5, Block 77, KLAMATH ADDITION TO LINKVILLE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

Beginning on the Southerly line of Klamath Avenue, 53 1/2 feet Northeasterly from the most Westerly corner of Block 77, KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS; thence Southeasterly at right angles with Klamath Avenue, 100 feet to alley; thence Northeasterly parallel to Klamath Avenue, 50 feet; thence Northwesterly at right angles to said alley, 100 feet to Klamath Avenue; thence Southwesterly along Klamath Avenue 50 feet to the point of beginning.

TOGETHER WITH that portion of Klamath Avenue described as a strip of land 0.25 feet in width, lying adjacent to and Northwesterly (Northeasterly by Deed) of Lots 4 and 5, Block 77, KLAMATH ADDITION, be and hereby is vacated, by Ordinance 5430, recorded April 15, 1965 in Volume 360 at Page 600, Deed Records of Klamath County, Oregon.

ALSO that portion of an alley described as a strip of land 0.25 feet in width lying adjacent to and Southeasterly of Lots 4 and 5, Block 77, KLAMATH ADDITION, be and hereby is vacated by Ordinance 5430, recorded April 15, 1965, in Volume 360 at Page 600, Deed Records of Klamath County, Oregon.

Also known as: 201 6th St, Klamath Falls, Oregon