

2019-014476

Klamath County, Oregon

12/13/2019 08:27:57 AM

Fee: \$97.00

RECORDATION REQUESTED BY:

Umpqua Bank
Klamath Falls - Main
540 Main St
Klamath Falls, OR 97601

Return to:

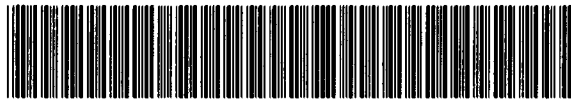
ServiceLink
1355 Cherrington Pkwy
Moon Twp, PA 15108

SEND TAX NOTICES TO:

William F Lundin and Maryann Lundin, Trustees of
William F Lundin and Maryann Lundin Family Trust
under the provisions of a trust agreement dated May
16, 2005
10831 Kestrel Rd
Klamath Falls, OR 97601

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



97#####073512092019

THIS MODIFICATION OF DEED OF TRUST dated December 9, 2019, is made and executed between **WILLIAM F. LUNDIN AND MARYANN LUNDIN TRUSTEES OF THE WILLIAM F. LUNDIN AND MARYANN LUNDIN FAMILY TRUST DATED MAY 16, 2005**, whose address is 10831 Kestrel Rd, Klamath Falls, OR 97601 ("**Grantor**") and Umpqua Bank, whose address is Klamath Falls - Main, 540 Main St, Klamath Falls, OR 97601 ("**Lender**").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 15, 2018 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on February 16, 2018 under Klamath county instrument #2018-001910.

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

ALL OF THAT CERTAIN REAL PROPERTY, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WAY APPERTAINING, SITUATED IN KLAMATH COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS:
LOT 4, RUNNING Y RESORT, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The Real Property or its address is commonly known as 10831 Kestrel RD, Klamath Falls, OR 97601. The Real Property tax identification number is R881267.

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

The maximum amount that Borrower may advance under the Credit Agreement shall be increased to an amount of \$95,000.00.

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.

CROSS COLLATERALIZATION. This loan is not cross-collateralized with any other debts, liabilities of Borrower and/or Grantor to Lender.

VENUE. This transaction has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, you agree, at our request, to submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, except and only to the extent of procedural matters related to the perfection and enforcement of our rights and remedies against the Collateral if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the Credit Line Agreement, promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

**MODIFICATION OF DEED OF TRUST
(Continued)**

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ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

SURETYSHIP WAIVER. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

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 DECEMBER 9, 2019.

GRANTOR:

x William F Lundin, Trustee

William F Lundin, Trustee of William F Lundin and Maryann Lundin Family Trust
under the provisions of a Trust Agreement dated May 16, 2005

x Maryann Lundin, Trustee

Maryann Lundin, Trustee of William F Lundin and Maryann Lundin Family Trust
under the provisions of a Trust Agreement dated May 16, 2005

LENDER:

UMPQUA BANK

x _____
Authorized Officer

Taylor Rhodes

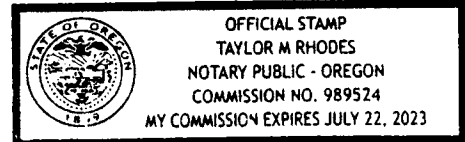
MODIFICATION OF DEED OF TRUST
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TRUST ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 9 day of December, 20 19, before me, the undersigned Notary Public, personally appeared William F Lundin, Trustee of William F Lundin and Maryann Lundin Family Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

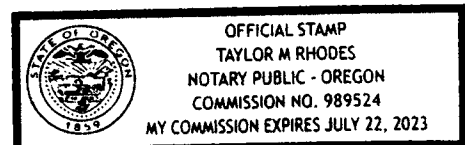
By Taylor M. Rhodes
Notary Public in and for the State of Oregon

Residing at 540 Main St. Klamath Falls, OR
My commission expires July 22, 2023 97601

TRUST ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 9 day of December, 20 19, before me, the undersigned Notary Public, personally appeared Maryann Lundin, Trustee of William F Lundin and Maryann Lundin Family Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

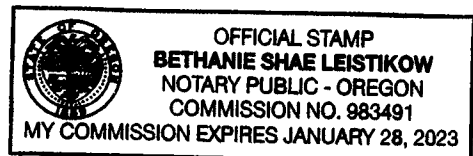
By Taylor M. Rhodes
Notary Public in and for the State of Oregon

Residing at 540 Main St. Klamath Falls, OR
My commission expires July 22, 2023 97601

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 9 day of December, 20 19, before me, the undersigned Notary Public, personally appeared Taylor Rhodes and known to me to be the representative, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By Bethanie Shae Leistikow
Notary Public in and for the State of Oregon

Residing at 540 Main St Klamath Falls, OR
My commission expires January 28, 2023 97601

**MODIFICATION OF DEED OF TRUST
(Continued)**

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