

2020-007195

Klamath County, Oregon

06/11/2020 02:31:27 PM

Fee: \$92.00

RECORDATION REQUESTED BY:
WASHINGTON TRUST BANK
Portland Financial Center
Park Avenue West Suite 1900
760 SW 9th Ave
Portland, OR 97205

WHEN RECORDED MAIL TO:
WASHINGTON TRUST BANK
Loan Service Center
P.O. BOX 2127
SPOKANE, WA 99210-2127

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

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.



0735

THIS MODIFICATION OF DEED OF TRUST dated April 22, 2020, is made and executed between BGP K FALLS, LLC, an Oregon limited liability company, whose address is 5895 JEAN RD # 100, LAKE OSWEGO, OR 97035-5303 ("Grantor") and WASHINGTON TRUST BANK, whose address is Portland Financial Center, Park Avenue West Suite 1900, 760 SW 9th Ave, Portland, OR 97205 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 11, 2016 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on February 12, 2016 under Klamath County Instrument No. 2016-001419 and re-recorded February 12, 2016 under Klamath County Instrument No. 2016-001421.

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

See the Legal Description set forth in the Deed of Trust as said Legal Description may have been thereafter amended, modified, altered or restated

The Real Property or its address is commonly known as 2627 South 6th Street, Klamath Falls, OR 97603-4600. The Real Property tax identification number is R526283.

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

Increasing principal note amount by \$33,624.20 making the new principal note amount \$5,850,000.00.

The maturity date of the note is hereby extended to April 2, 2030.

The definition of "Note" in the Deed of Trust is hereby amended and modified to read in its entirety as follows:

Note. The word "Note" means the promissory note dated April 2, 2020, in the original principal amount of \$5,850,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 2, 2030.

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.

AFFIRMATIVE COVENANTS. If the Property is used for purposes other than Grantor's residence, Grantor covenants and warrants that as long as this Deed of Trust or any Related Documents remain in effect, Grantor will:

Notice of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Grantor's or the Property's financial condition, and (2) all existing and all threatened litigation, claims,

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

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investigations, administrative proceedings, or similar actions affecting Grantor or Property which could materially affect the financial condition of Grantor or the Property.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Grantor understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Grantor in this Deed of Trust or in any certificate or other instrument delivered by Grantor to Lender under this Deed of Trust or any Related Documents. Grantor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of any Related Documents, shall be continuing in nature, shall be deemed made and redated by Grantor at the time each Loan Advance is made, and shall remain in full force and effect until such time as Grantor's or Borrower's indebtedness shall be paid in full, or until this Deed of Trust or any Related Documents shall be terminated, whichever is the last to occur.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original but all such counterparts, taken together, shall constitute one and the same Agreement.

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 APRIL 22, 2020.

GRANTOR:


BGP K FALLS, LLC

B-II LIMITED LIABILITY COMPANY, Member of BGP K FALLS, LLC

By: 
**BAKULESH G PATEL, Managing Member of B-II LIMITED
LIABILITY COMPANY**

LENDER:

WASHINGTON TRUST BANK

x  V.P.
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

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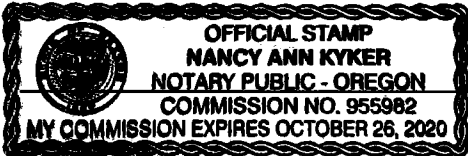
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Clackamas)

On this 28th day of May, 20 20, before me, the undersigned Notary Public, personally appeared **BAKULESH G PATEL, Managing Member of B-II LIMITED LIABILITY COMPANY, Member of BGP K FALLS, 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.

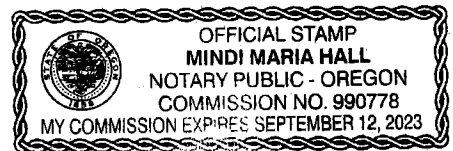
By [Signature]
Notary Public in and for the State of Oregon

Residing at Washougal, WA
My commission expires 10/26/2020



LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)



On this 1 day of June, 20 20, before me, the undersigned Notary Public, personally appeared Broke Turner and known to me to be the Vice President, authorized agent for **WASHINGTON TRUST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **WASHINGTON TRUST BANK**, duly authorized by **WASHINGTON TRUST 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 **WASHINGTON TRUST BANK**.

By [Signature]
Notary Public in and for the State of Ore

Residing at Portland
My commission expires 9-12-2020
2023 20