

2020-007276

Klamath County, Oregon

06/15/2020 08:15:34 AM

Fee: \$92.00

RECORDATION REQUESTED BY:

First Interstate Bank
CO Commercial Banking Center
1070 NW Bond Street, Suite 100
Bend, OR 97703

WHEN RECORDED MAIL TO:

First Interstate Bank
CO Commercial Banking Center
1070 NW Bond Street, Suite 100
Bend, OR 97703

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 5, 2020, is made and executed between SSQ LLC, an Oregon Limited Liability Company, whose address is 2450 NE Mary Rose Place Suite 200, Bend, OR 97701 ("Grantor") and First Interstate Bank, whose address is CO Commercial Banking Center, 1070 NW Bond Street, Suite 100, Bend, OR 97703 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 8, 2013 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded March 14, 2013 in Book 2013, Page 002778 of Klamath County Official Records.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of 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 3001 Daggett Avenue, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-020BD-00402-000.

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

Extend Maturity Date to June 5, 2023.

Increase Principal to \$2,265,088.00.

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.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

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 5, 2020.

GRANTOR:

SSQ LLC

RMQ, LLC, Member of SSQ LLC

By: 
Robert T Quinn II, Manager & Member of RMQ, LLC

LENDER:

FIRST INTERSTATE BANK

x 
Paul Macmillan, Commercial Group Manager III

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Deschutes) SS



On this 11th day of June, 2020, before me, the undersigned Notary Public, personally appeared Robert T. Quinn II, Manager & Member of RMQ, LLC, Member of SSQ 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 Joan M. Van Tassel Residing at Bend OR
Notary Public in and for the State of Oregon My commission expires 3/16/21

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Deschutes) SS



On this 11th day of June, 2020, before me, the undersigned Notary Public, personally appeared Paul Macmillan and known to me to be the Commercial Group Manager III, authorized agent for First Interstate Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Interstate Bank, duly authorized by First Interstate 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 First Interstate Bank.

By Joan M. Van Tassel Residing at Bend OR
Notary Public in and for the State of Oregon My commission expires 3/16/21

EXHIBIT "A"

Unit 1 of Tract 1531 Sanford World Clinics Complex Condominium, filed February 14, 2013 in Volume 2013-001729, Microfilm Records of Klamath County, Oregon as set forth in Condominium Declaration recorded February 14, 2013 in Volume 2013-001730, Microfilm Records of Klamath County, Oregon. Together with those limited common elements appurtenant to said unit as set forth in said Declaration; and together with an undivided fractional ownership of the general common elements of said Condominium as set forth in said Declaration.