



2020-008835
Klamath County, Oregon
07/17/2020 03:52:23 PM
Fee: \$92.00

RECORDATION REQUESTED BY:
Washington Federal Bank, N.A.
425 Pike Street
Seattle, WA 98101

WHEN RECORDED MAIL TO:
Washington Federal Bank
Commercial Loan Servicing
425 Pike Street
Seattle, WA 98101

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 7, 2020, is made and executed between Big Bertha Properties, LLC, an Oregon limited liability company ("Grantor") and Washington Federal Bank, N.A., whose address is 425 Pike Street, Seattle, WA 98101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 24, 2014 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

The Deed of Trust is recorded on March 28, 2014 recording# 2014-002719 in Klamath County, Oregon.

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

Parcel 1 of Land Partition 40-95, being parcel 2 of Land Partition 40-88 situated in the N1/2 NW1/4 of Section 17 and the SE1/4 SW1/4 of Section 8 Township 39 South Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as 3615 Memorial Dr, Klamath Falls, OR 97601. The Real Property tax identification number is 3909-01700-00200-000, 3909-00800-01200-000.

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

An additional advance will be made so that the current outstanding principal balance is increased to \$1,152,000.00 as evidenced by a Promissory Note dated July 7, 2020.

The Maturity date is hereby extended to June 15, 2030.

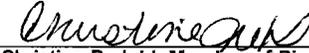
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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 endorsers 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.

COUNTERPARTS. This document may be signed in any number of counterparts, which, when delivered in the original to Lender, shall together constitute one original document.

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 JULY 7, 2020.

GRANTOR:

BIG BERTHA PROPERTIES, LLC
By: 
Patrick J. Juhl, Member of Big Bertha Properties, LLC

By: 
Christine B. Juhl, Member of Big Bertha Properties, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

WASHINGTON FEDERAL BANK, N.A.

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 16th day of July, 20 20, before me, the undersigned Notary Public, personally appeared **Patrick J. Juhl, Member of Big Bertha Properties, 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] Residing at 803 Main St
Notary Public in and for the State of Oregon My commission expires 01/28/23

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 16th day of July, 20 20, before me, the undersigned Notary Public, personally appeared **Christine B. Juhl, Member of Big Bertha Properties, 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] Residing at 803 Main St
Notary Public in and for the State of Oregon My commission expires 01/28/23

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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) SS
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On this 16 day of July, 20 20, before me, the undersigned Notary Public, personally appeared Steve Smith and known to me to be the Banking Officer, authorized agent for **Washington Federal Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Washington Federal Bank, N.A.**, duly authorized by **Washington Federal Bank, N.A.** 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 Federal Bank, N.A.**

By Mason Louis Otero
Notary Public in and for the State of Oregon

Residing at 803 Main St
My commission expires 01/28/23