

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

FIRST BANK
Attn: Craig Wagner
4301 MacArthur Blvd.
Newport Beach, CA 92660

MC5-1024313

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Tax Parcel #s: R511020, R511048, R892359, R892360 and R898242

**FIRST AMENDMENT TO
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT (INCLUDING FIXTURE FILING)**

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (INCLUDING FIXTURE FILING) (the "**First Amendment**") is dated August 7, 2020 and is entered into by and among the following parties:

- (1) **NEW HORIZON CHRISTIAN FELLOWSHIP**, an Oregon non-profit corporation (hereinafter referred to as the "**Trustor**");
- (2) **FIRST BANK**, a Missouri state chartered bank (hereinafter referred to as the "**Beneficiary**").

RECITALS

A. This First Amendment is the first amendment to that certain DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (INCLUDING FIXTURE FILING) dated August 7, 2013 executed by Trustor in favor of Beneficiary (and naming First American Title Company of Oregon as Trustee) which was recorded on August 12, 2013, in the Official Records of Klamath County, Oregon as Instrument # 2013-009200 (the "**Original Deed of Trust**").

B. The Original Deed of Trust (as amended by, when the context requires, this First Amendment) will be referred to herein as the "**Deed of Trust**."

C. The Deed of Trust encumbers, among other things, the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**").

D. Trustor and Beneficiary have agreed to (i) modify the Loan Agreement under the terms of that certain Amendment #1 to Term Loan Agreement of even date herewith; and (ii) modify the Note under the terms of that certain Amendment #1 to Promissory Note Secured by Deed of Trust of even date herewith; and in connection therewith, Trustor and Beneficiary have agreed to modify the Deed of Trust, and therefore desire to reflect those modifications in this First Amendment.

E. Among other things, the Maturity Date is being extended to the **New Maturity Date of August 7, 2021**, as described herein.

F. By that certain Land Partition 04-14 recorded in the official records of Klamath County, Oregon on July 29, 2014 as Instrument No. 2014-007876 ("**Land Partition 04-14**"); the Parcel designated as "Parcel 2" in Exhibit A to the Original Deed of Trust was partitioned into two parcels designated as Parcel 1 of Land Partition 04-14 and Parcel 2 of Land Partition 04-14. By that certain Deed of Parcel Reconveyance recorded in the official records of Klamath County, Oregon on December 31, 2014 as Instrument No. 2014-013469, the Beneficiary released from the lien of the Deed of Trust the parcel known as Parcel 2 of Land Partition 04-14 (and commonly known as 1944 Logan Street) (the "**1944 Logan Street Parcel**"). Accordingly, to reflect the modified legal description of the Property secured by the Deed of Trust following the release of the 1944 Logan Street Parcel, the parties desire to amend the legal description of said Property so that said legal description of the Property now reads as set forth on Exhibit "A" attached hereto. Exhibit "A" is the same land as described in Exhibit A to the Original Deed of Trust, except that the 1944 Logan Street Parcel is no longer a part of the Property that is secured by this Deed of Trust, as reflected in the following clarifications:

- (1) "Parcel 1" in Exhibit A to the Original Deed of Trust is one and the same as, and is now described as, "Parcel 2" on Exhibit "A" attached hereto;
- (2) "Parcel 2" in Exhibit A to the Original Deed of Trust is the parcel that was the subject of the partition described in Land Partition 04-14; and Parcel 1 of Land Partition 04-14 is one and the same as, and is now described as, "Parcel 5" on Exhibit "A" attached hereto (and Parcel 2 of Land Partition 04-14 is the of the 1944 Logan Street Parcel that was released and reconveyed as described above);
- (3) "Parcel 3" in Exhibit A to the Original Deed of Trust is one and the same as, and is now described as, "Parcel 1" on Exhibit "A" attached hereto; and
- (4) "Parcel 4" in Exhibit A to the Original Deed of Trust is one and the same as, and is now described as, "Parcel 3" and "Parcel 4" in on Exhibit "A" attached hereto.

A G R E E M E N T

In consideration of the foregoing and of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

1. **Incorporation of Recitals – Defined Terms.** The recitals set forth herein constitute an integral part of this First Amendment, evidencing the intent of the parties in executing this First Amendment and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part hereof and incorporated herein. Trustor acknowledges and agrees that the recitals are true and correct. All terms with their initial letters capitalized shall have the same meaning as set forth in the Original Deed of Trust, unless otherwise defined in this First Amendment.

2. **Modifications of Deed of Trust.** Effective upon the recording of this First Amendment:

(a) **Definition of Note.** The term "**Note**" (as defined in Recital B of the Deed of Trust) shall mean that certain Promissory Note Secured by Deed of Trust dated August 7, 2013 made by Trustor in favor of Beneficiary in the original principal amount of One Million Three Hundred Seventy-Five Thousand and no/100 Dollars (\$1,375,000.00), as amended by that certain Amendment #1 to Promissory Note Secured by Deed of Trust dated August 7, 2020, and as the same may be further amended from time to time.

(b) **Definition of Loan Agreement.** The term "**Loan Agreement**" (as defined in Recital A of the Deed of Trust) shall mean that certain Term Loan Agreement dated August 7, 2013 between Trustor and Beneficiary (the "**Original Loan Agreement**"), as amended by (i) that certain Amendment #1 to Loan Agreement dated August 7, 2020 between Trustor and Beneficiary; and (ii)

such further amendments, modifications or restatements as may be agreed upon by Trustor and Beneficiary from time to time.

(c) **Definition of Loan Documents.** The term “**Loan Documents**” as defined in the Deed of Trust is hereby amended to include the Loan Documents, as defined in the Deed of Trust, as the same have been, or will in the future be, amended from time to time (including without limitation by this First Amendment, and by the amendments to the Note and Loan Agreement described herein).

(d) **Definition of Maturity Date.** The Maturity Date is being extended under the terms of the amendments to the Loan Agreement and Note executed concurrently herewith to the new Maturity Date of August 7, 2021 (“**New Maturity Date**”). Accordingly, all references to the “**Maturity Date**” being August 7, 2020 are hereby deemed modified and restated so that all such references shall be deemed to mean the New Maturity Date set forth herein. Notwithstanding the foregoing, the “**Maturity Date,**” may be amended, shortened, extended or modified from time to time by way of an amendment or restatement or modification to or of the Loan Agreement or the Note.

(e) **Change of Legal Description of Property.** As a result of the recording of the Land Partition 04-14 and the release of the release of the 1944 Logan Street Parcel as described in Recital F above, the legal description of the Property is hereby changed so that the legal description of the “**Property**” is as set forth on Exhibit “A” attached hereto and incorporated herein by reference.

3. **Deed of Trust Secures the Obligations Under Loan Documents, as Amended.** The “**Obligations**” secured by the Deed of Trust shall include all of the “**Obligations**” defined and described the Deed of Trust, together with all of the obligations under the Note, the Loan Agreement, the Loan Documents and the Deed of Trust, all as the same have been amended as described in this First Amendment, and as the same may in the future may be amended, modified or restated from time to time.

4. **No Other Amendments.** Except as expressly modified by this First Amendment, the terms and conditions of the Deed of Trust shall remain in full force and effect.

[Signature pages follow]

IN WITNESS WHEREOF, Trustor has executed this First Amendment as of the date first set forth above.

Trustor:

NEW HORIZON CHRISTIAN FELLOWSHIP, an
Oregon non-profit corporation

By: 

Michael Voight, President

By: 

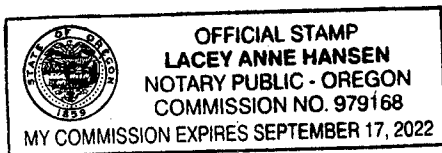
Larry Powers, Secretary

STATE OF OREGON)

) SS.

COUNTY OF Klamath Falls

This instrument was acknowledged before me on 8/23, 2020 by **Michael Voight**, as President of NEW HORIZON CHRISTIAN FELLOWSHIP, an Oregon non-profit corporation, on behalf of the corporation.




Notary Public - State of Oregon

My commission expires: 9/17/22

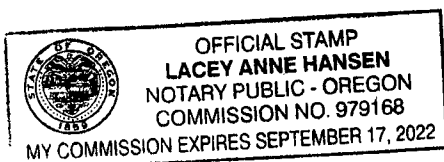
Official Stamp


STATE OF OREGON)

) SS.

COUNTY OF Klamath Falls

This instrument was acknowledged before me on 8/23/, 2020 by **Larry Powers**, as Secretary of NEW HORIZON CHRISTIAN FELLOWSHIP, an Oregon non-profit corporation, on behalf of the corporation.




Notary Public - State of Oregon

My commission expires: 9/17/22

Official Stamp

IN WITNESS WHEREOF, First Bank, as Beneficiary, has executed this First Amendment as of the date first set forth above.

Beneficiary:

FIRST BANK, a Missouri state chartered bank

By: Therese DeGroot
Therese DeGroot, Senior Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

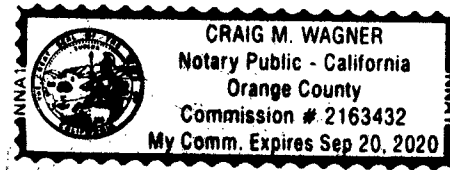
STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On AUGUST 25, 2020 before me, CRAIG M. WAGNER
notary public, personally appeared **Therese DeGroot**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Craig M. Wagner



(Official Notarial Seal)

EXHIBIT "A"

Legal Description

The land referred to herein is situated in in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

Parcel 1

PARCELS 1, 2 AND 3 OF LAND PARTITION 28-95 IN LOT 9 OF VICORY ACRES, SITUATED IN THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

Parcel 2:

PARCEL 1 OF LAND PARTITION 3-13 OF LOT 18 AND THE SOUTH 15.00 FEET OF LOT 17, AND VACATED LOT 11, VICORY ACRES AND VACATED PARCELS 1 AND 2 OF LP 5-03, SITUATED IN THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON RECORDED APRIL 19, 2013 IN VOLUME 2013-004196, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON.

Parcel 3:

A TRACT OF LAND BEING A PORTION OF PARCELS 2 AND 3 OF "LAND PARTITION 38-05", SITUATED IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL 2, FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL 2 BEARS SOUTH 89°16'46" WEST 10.02 FEET, THENCE SOUTH 00°36'16" EAST ALONG THE ADJUSTED LINE, 99.80 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL 2, THENCE NORTH 89°16'46" EAST 111.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2, THENCE NORTH 11°58'06" WEST 101.76 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE SOUTH 89°16'46" WEST 91.00 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 7185 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

Parcel 4:

A TRACT OF LAND BEING A PORTION OF PARCELS 2 AND 3 OF "LAND PARTITION 38-05" SITUATED IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL 2, FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL 2 BEARS SOUTH 89°16'46" WEST 10.02 FEET, THENCE SOUTH 00°36'16" EAST, ALONG THE ADJUSTED LINE, 99.80 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL 2; THENCE NORTH 89°16'46" EAST 241.05 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LOGAN STREET, THENCE SOUTH 00°38'00" EAST, ALONG THE SAID WEST RIGHT OF WAY LINE, 30.00 FEET TO THE SOUTHEAST CORNER OF SAID LAND PARTITION, THENCE ALONG THE BOUNDARY OF SAID LAND PARTITION SOUTH 89°16'46" WEST 309.38 FEET, NORTH 00°36'16" WEST 129.80 FEET AND NORTH 89°16'46" EAST 68.32 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 7185 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

Parcel 5:

PARCEL 1, LAND PARTITION 04-14 BEING A REPLAT OF LAND PARTITION 19-11 SITUATED IN THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND RECORDED JULY 29, 2014 AS INSTRUMENT NO. 2014-007876 KLAMATH COUNTY RECORDS.

Tax Parcel Numbers: R511020, R511048, R892359, R892360 and R898242