

2020-011078

Klamath County, Oregon

09/01/2020 03:42:00 PM

Fee: \$102.00

This instrument prepared by and after recording return to:  
Deborah Ngan-do  
U.S. Bank National Association  
Collateral Department  
P.O. Box 5308  
Portland, OR 97228-5308

WFG Title 2020-2026 Comm

### AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (the "**Amendment**"), is made and entered into by PHATSENSE, LLC (the "**Grantor**", whether one or more) and U.S. Bank National Association (the "**Beneficiary**") as of the date set forth below.

#### RECITALS

- A. Grantor or its predecessor in interest executed a Trust Deed, for the benefit of Beneficiary or its predecessor in interest, originally dated or amended or restated as of April 4, 2013 (as amended and/or restated, the "**Deed of Trust**"). The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in **Exhibit A** attached hereto.

Real Property Tax Identification Number: R170228 & R170237

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on April 5, 2013, in Book \_\_\_\_\_, Page \_\_\_\_\_, (or as Document No. 2013003652).
- C. Grantor has requested certain modifications to the Deed of Trust as described below.
- D. Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

#### TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Grantor and Beneficiary agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Deed of Trust.

**Change in Secured Obligations.** The Deed of Trust is granted to secure all of the following obligations, whether now or hereafter existing (the "**Obligations**"): the loan(s) by Beneficiary to PHATSENSE, LLC (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of April 4, 2013, in the stated or amended principal amount(s) of \$650,000.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "**Note**"); all of Grantor's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated and whether absolute or contingent; all of Grantor's obligations under the Deed of Trust; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of the Deed of Trust, reasonable attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs.

For purposes of this Amendment, "**Loan Documents**" means together and individually the Note, the Deed of Trust and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guarantying or otherwise related to the indebtedness evidenced by the Note or the pledge of the Mortgaged Property as security for repayment of the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

The definition of Obligations set forth above replaces any existing description of the indebtedness or other obligations secured by the Deed of Trust. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

**Change in Maturity Date.** The maturity date of the latest of the Obligations to mature, secured by the Deed of Trust, is hereby amended to August 10, 2025.

**Compliance with Laws & Restrictions.** All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Grantor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Deed of Trust.

**Fees and Expenses.** Grantor will pay all fees and expenses (including reasonable attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

**Effectiveness of Prior Document.** Except as provided in the Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

**Amended Note Controls.** In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

**No Waiver of Defaults; Warranties.** The Amendment shall not be construed as or be deemed to be a waiver by Beneficiary of existing defaults by Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

**Counterparts.** The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

**Receipt of Copy.** Grantor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

**Electronic Records.** Without notice to or consent of Grantor, Beneficiary may create electronic images of the Amendment and destroy paper originals of any such imaged documents. Such images have the same legal force and effect as the paper originals and are enforceable against Grantor and any other parties thereto. Beneficiary may convert the Amendment into a "transferable record" as such term is defined under, and to the extent permitted by, applicable law, with the image of such instrument in Beneficiary's possession constituting an "authoritative copy." If Beneficiary agrees, in its sole discretion, to accept delivery by telecopy or PDF of an executed counterpart of a signature page of the Amendment or other document required to be delivered under the Amendment, such delivery will be valid and effective as delivery of an original manually executed counterpart of such document for all purposes. If Beneficiary agrees, in its sole discretion, to accept any electronic signatures of the Amendment or other document required to be delivered under the Amendment, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/

or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Beneficiary may rely on any such electronic signatures without further inquiry.

**Authorization.** Grantor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein (i) are within Grantor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Grantor is bound. Grantor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Grantor which is not a natural person is validly existing and in good standing under the laws of its state of organization, and the Amendment and the documents referenced to herein have been authorized by all appropriate entity action.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.**

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of August 25, 2020.

GRANTOR:  
PHATSENSE, LLC  
a/an Oregon Limited Liability Company

By: \_\_\_\_\_  
Name and Title: Scott S Kang, Member and Manager

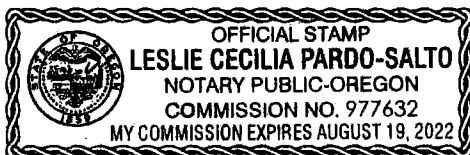
BENEFICIARY:  
U.S. Bank National Association  
By: \_\_\_\_\_  
Name and Title: Deborah Ngan-do, Vice President

#### GRANTOR NOTARIZATION

STATE OF Oregon )  
 ) ss.  
COUNTY OF Washington

This instrument was acknowledged before me on August 27, 2020, by Scott S Kang, as Member and Manager of PHATSENSE, LLC, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



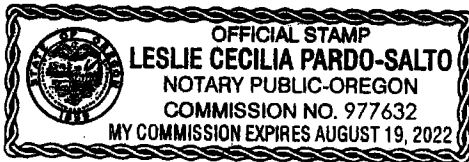
Printed Name: Leslie Cecilia Pardo-Salto  
Title (and Rank): \_\_\_\_\_  
My commission expires: Aug. 19, 2022

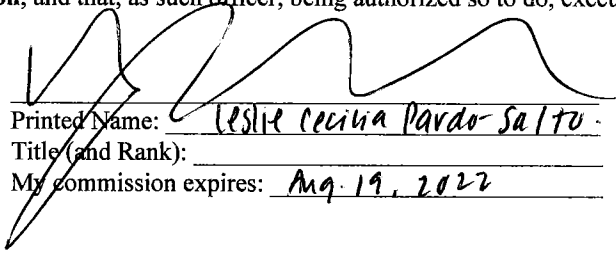
**BENEFICIARY (BANK) NOTARIZATION**

STATE OF Oregon )  
 ) ss.  
COUNTY OF Washington )

This instrument was acknowledged before me on August 28, 2020, by Deborah Ngan-do, as **Vice President** of **U.S. Bank National Association**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



  
Printed Name: Leslie Cecilia Pardo-Salto  
Title (and Rank): \_\_\_\_\_  
My commission expires: Aug. 19, 2022

**EXHIBIT A TO AMENDMENT TO DEED OF TRUST**  
**(Legal Description)**

Grantor: PHATSENSE, LLC

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Lots 9 and 10 in Block 6 of Tract 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Also known as: 2561 Campus Dr, Klamath Falls, Oregon