

2020-014301

Klamath County, Oregon

11/04/2020 11:22:01 AM

Fee: \$102.00

WHEN RECORDED MAIL TO:

**Banner Bank
Bothell Loan Service Center
P.O. Box 1589
Bothell, WA 98041**

SEND TAX NOTICES TO:

**John C. Schweiger Loving Trust
2200 Ashland Street
Ashland, OR 97520**

MODIFICATION TO DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 9, 2020, is made and executed between John C. Schweiger, Trustee, or his successors in Trust, under the John C. Schweiger Loving Trust dated December 24, 1996, and any amendments thereto, as to a fee simple interest, whose address is 2200 Ashland Street, Ashland, OR 97520 ("Grantor") and Banner Bank, whose address is Southern Oregon Commercial Banking Center, 1463 E. McAndrews Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 18, 2013 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 2, 2013 under Recording Number 2013-003504, records of Klamath County, State of Oregon.

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 2626 Biehn St., Klamath Falls, OR 97601. The Real Property tax identification number is R171735 and P872098.

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

(1) The definition of "Indebtedness" is amended to add the following sentence: "The word "Indebtedness" also includes all loans, indebtedness and other obligations owed to Beneficiary by the following persons and entities (individually or collectively): Coming Attractions Theatres, Inc., an Oregon corporation, Backstage Entertainment, LLC, an Oregon limited liability company, John C. Schweiger Loving Trust, and John C. Schweiger, an individual.

(2) The definition of the word "Beneficiary" is hereby amended and replaced in its entirety by the following: "Banner Bank, its successors and assigns."

(3) The definition of the word "Lender" is hereby amended and replaced in its entirety by the following: "Banner Bank, its successors and assigns."

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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. 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.

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 9, 2020.

GRANTOR:

JOHN C. SCHWEIGER LOVING TRUST

By: 

John C. Schweiger, Trustee of John C. Schweiger
Loving Trust

LENDER:

BANNER BANK


Authorized Officer

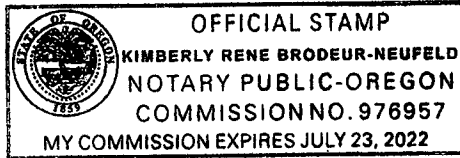
STATE OF OREGON

County of

Jackson

} ss.

This instrument was acknowledged before me on 7/9/2020, 2020 by John C. Schweiger.



Kimberly Rene Brodeur-Neufeld
NOTARY PUBLIC FOR Oregon
My Commission Expires: 7/23/2022

STATE OF WASHINGTON

County of Spokane } ss.

On this 13th day of August, 2020, before me, the undersigned Notary Public, personally appeared Jeff Norman known to me to be the SVP, authorized agent for Banner Bank, a corporation, that executed the within and foregoing instrument and acknowledged to me that said instrument is the free and voluntary act and deed of Banner Bank, duly authorized by Banner 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 Banner Bank.

Brenda Marie Binder
NOTARY PUBLIC FOR Washington
My Commission Expires: 06/18/24

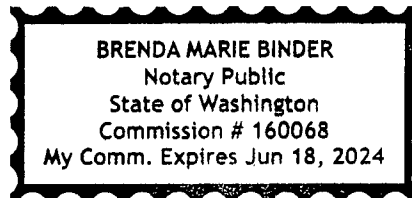


EXHIBIT A TO MODIFICATION TO DEED OF TRUST

That portion of vacated Lakeview Addition to the City of Klamath Falls, Oregon in the County of Klamath, State of Oregon, including streets, street intersections, alleys, lots and blocks, heretofore vacated by Ordinance No. 5531, and within the bounds of the following description:

Beginning at the Northwest corner of Lot 4, Block 36, Lakeview Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon; thence South along the East line of Biehn Avenue to the North line of Sacramento Street; thence East along the North line of Sacramento Street to the West line of Harriman Avenue; thence North along the West line of Harriman Avenue to the Northeasterly corner of Block 39 said Lakeview Addition; thence Northwesterly along the Northeast line of said Block 39, extended across Ohio Avenue; thence along the Northeast line of Block 38 extended across Holabird Avenue; thence along the Northeast line of Block 36 to the North line of Lot 4, said Block 36; and thence along the North line of said Lot 4, the the point of beginning, all is said Lakeview Addition to the City of Klamath Falls, Oregon.

Excepting therefrom Block 44 now vacated and EXCEPTING that portion conveyed to Klamath County by deed Volume 95 at Page 518, for road purposes.