

2021-018273

Klamath County, Oregon



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

12/09/2021 11:02:17 AM

Fee: \$102.00

AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (this "**Amendment**"), is made and entered into by RMD PROPERTIES, 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 August 5, 2011 (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: 3909010BB00400000

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on August 26, 2011, in Book _____, Page _____, (or as Document No. 2011-009764).
- 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 this 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 RMD PROPERTIES, LLC (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of February 28, 2012, in the stated or amended principal amount(s) of \$200,000.00, 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 January 21, 2022.

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 this Amendment.

Effectiveness of Prior Document. Except as provided in this 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.

Further Assurances. Grantor shall promptly correct any defect or error that may be discovered in any Loan Document or in the execution, acknowledgment or recordation of any Loan Document. Promptly upon request by Beneficiary, Grantor also shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments, and must take or cause to be taken such further actions, that may be required by law or by Beneficiary, all in form and substance satisfactory to Beneficiary in its sole discretion and all at the expense of Grantor: (a) to carry out more effectively the purposes of the Loan Documents; (b) to perfect and maintain the validity, effectiveness and priority of any security interests intended to be created by the Loan Documents; (c) to better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights granted or intended to be granted to Beneficiary in connection with any Loan Document; and (d) to carry out the intention or facilitate the performance of the provisions of any Loan Document. Grantor shall furnish to Beneficiary evidence satisfactory to Beneficiary of every such recording, filing or registration.

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. This 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 this Amendment.

Counterparts. This 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 this 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 this 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 this Amendment into a "transferrable 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 this Amendment or other document required to be delivered under this 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 this Amendment or other document required to be delivered under this 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 this 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 this 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 this Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed this Amendment on the date shown in the notarial acknowledgment, effective as of November 17, 2021.

GRANTOR:
RMD PROPERTIES, LLC
a/an Oregon Limited Liability Company

By: 
Name and Title: Mike Rømtvedt, Member

BENEFICIARY:

U.S. Bank National Association

By: 
Name and Title: Mark Olfson, Officer

GRANTOR NOTARIZATION

STATE OF Oregon)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on November 26th, 2021, by **Mike Rømtvedt**, as **Member of RMD PROPERTIES, LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)

Sonya June Wellman
Printed Name: Sonya June Wellman
Title (and Rank): Client Relationship Consultant
My commission expires: 08/19/2023

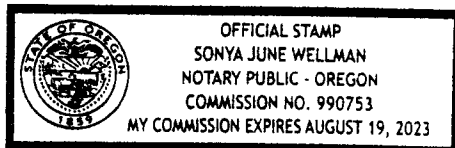
BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on November 26, 2021, by **Mark Olsson**, as **Officer 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)

Sonya June Wellman
Printed Name: Sonya June Wellman
Title (and Rank): Client Relationship Consultant
My commission expires: 08/19/2023



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

Grantor/Trustor: RMD PROPERTIES, LLC

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

The following described real property situate in Klamath County, Oregon:

A tract of land situated in the NW1/4 of the NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

The South 190 feet of the following property:

Beginning at an iron pin on the East boundary line of Washburn Way, which point is East a distance of 30 feet and North 0°34' West a distance 398.0 feet from the Southwest corner of the NW1/4 of the NW1/4 of Section 10; thence North 0°34' West along the East boundary of Washburn Way a distance of 350.0 feet to an iron pin; thence East a distance of 300.0 feet to a point; thence South 0°34' East parallel to the East boundary of Washburn Way a distance of 350.0 feet to a point; thence West a distance of 300.0 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Klamath County, Oregon, by Deed dated December 10, 1960, recorded December 14, 1960 in Volume 326, page 178.

ALSO EXCEPTING THEREFROM any portion lying within the right of way of Washburn Way.

Also known as: 3313 Washburn Way, Klamath Falls, Oregon