



2022-001589

Klamath County, Oregon

02/07/2022 03:37:01 PM

Fee: \$102.00

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

AMENDMENT TO OREGON TRUST DEED

This Amendment to Trust Deed (this "**Amendment**"), is made and entered into by Security Mini, 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 December 25, 2016 (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: R430876/R888906/R432393

- B. The Deed of Trust was originally recorded in the office of the County Clerk for Klamath County, Oregon, on December 30, 2016, in Book _____, Page _____, (or as Document No. 2016013930).
- 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 Security Mini, LLC (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of December 25, 2016, in the stated or amended principal amount(s) of \$1,320,000.00, 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

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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 December 15, 2026.

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 December 15, 2021.

GRANTOR:

Security Mini, LLC

a/an Oregon Limited Liability Company

By: 
Name and Title: Richard F Bogatay, Manager

BENEFICIARY:

U.S. Bank National Association

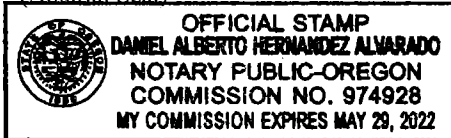
By: 
Name and Title: Mark Olsson, Officer

GRANTOR NOTARIZATION

STATE OF Oregon)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on 12/23/21, by **Richard F Bogatay**, as **Manager of Security Mini, LLC**, and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



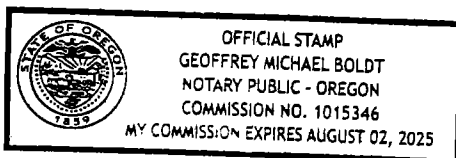
Daniel Alberto Hernandez Alvarado
Printed Name: Daniel Alberto Hernandez Alvarado
Title (and Rank): Manager
My commission expires: May 29, 2022

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon)
COUNTY OF Jackson) ss.

This instrument was acknowledged before me on December 27, 2021, by **Mark Olfson**, 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)



Geoffrey Michael Boldt
Printed Name: Geoffrey Michael Boldt
Title (and Rank): Client Relationship Consultant
My commission expires: 08/02/2025

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

Grantor: Security Mini, LLC

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

Beneficiary: U.S. Bank National Association

Legal Description of Land:

PARCEL 1:

A tract of land situated in Lot 1, Section 18 and Lot 5 Section 19, all in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being that portion of the tract described as Parcel 3 in Volume 297, page 474, Deed Records of Klamath County, Oregon, lying South of the Dalles California Highway.

PARCEL 2:

A tract of land situated in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that property conveyed to Subhash C. Patel and Renuka S. Patel by Deed M99-38255 of the Klamath County Deed Records, more particularly described as follows:

Beginning at a ½ inch iron pin marking the Northwest corner of Chelsea Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence North 00°08'52" East, 678.17 feet, along the West line of the NE1/4 NE1/4 of said Section 19, to a point on the Southwesterly right of way line of the Dalles-California Highway (Highway 97), said right of way line being a curve concave to the Southwest and having a radius of 5,689.58 feet; thence Southeasterly along the arc of said curve a distance of 23.94 feet (chord bears South 39°11'51" East, a distance of 23.94') to the end of said curve at Highway Centerline Station 62+23.9; thence continuing along said right of way South 38°59'16" East, 366.56 feet; thence South 51°00'44" West, 47.11 feet along a line perpendicular to said right of way, to a point; thence South 00°08'52" West, 345.21 feet along a line parallel with the West line of the NE1/4 NE1/4 of said Section 19, to a point on the North line of Chelsea Addition; thence North 89°57'31" West, 210.00 feet to the point of beginning.

RESERVING to the Grantors, their successors, and assigns, a utility easement 20 feet in width, over and across the real property herein conveyed. Said easement for existing sewer and water lines, lying Southwesterly of and adjoining the Southwesterly right of way line of the Dalles-California Highway.

Also known as: 4100 N Highway 97, Klamath Falls, Oregon