

**RECORDATION REQUESTED BY:**

People's Bank of Commerce  
Klamath Falls Branch  
210 Timbermill Drive  
Klamath Falls, OR 97601

**2022-001619**

Klamath County, Oregon

02/08/2022 11:32:01 AM

Fee: \$87.00

**WHEN RECORDED MAIL TO:**

People's Bank of Commerce  
Klamath Falls Branch  
210 Timbermill Drive  
Klamath Falls, OR 97601

**SEND TAX NOTICES TO:**

Bella Vista Loop LLC  
229 Washington St  
Klamath Falls, OR 97601-3167

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST dated January 22, 2022, is made and executed between Bella Vista Loop LLC, an Oregon limited liability company, whose address is 229 Washington St, Klamath Falls, OR 97601-3167 ("Grantor") and People's Bank of Commerce, whose address is Klamath Falls Branch, 210 Timbermill Drive, Klamath Falls, OR 97601 ("Lender").**

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated January 22, 2021 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on February 5, 2021 as Document No. 2021-001782 in the official records of Klamath County, Oregon.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Lot 1 Tract 1539 - Geo Heights, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The Real Property or its address is commonly known as NKA Bella Vista Loop, Klamath Falls, OR 97601. The Real Property tax identification number is 894950.

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

Extend maturity date to April 22, 2022.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. 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 (the "Note"). 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 JANUARY 22, 2022.**

**GRANTOR:**

**BELLA VISTA LOOP LLC**

By:   
Steven A Bocchi, Member of Bella Vista Loop LLC

By:   
Rebecca G Bocchi, Member of Bella Vista Loop LLC

**LENDER:**

**PEOPLE'S BANK OF COMMERCE**

X   
Bill Castle, Loan Officer

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 7th day of Feb, 20 22, before me, the undersigned Notary Public, personally appeared **Steven A Bocchi, Member of Bella Vista Loop LLC and Rebecca G Bocchi, Member of Bella Vista Loop LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Samantha Jean Swaim  
Notary Public in and for the State of Oregon

Residing at 20 Timbermill Dr K Falls OR 97160  
My commission expires November 27, 2022

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Klamath )



On this 7th day of Feb, 20 22, before me, the undersigned Notary Public, personally appeared **Bill Castle** and known to me to be the **Loan Officer**, authorized agent for **People's Bank of Commerce** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **People's Bank of Commerce**, duly authorized by **People's Bank of Commerce** 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 **People's Bank of Commerce**.

By Samantha Jean Swaim  
Notary Public in and for the State of Oregon

Residing at 20 Timbermill Dr K Falls OR 97160  
My commission expires November 27, 2022