

2022-005384

Klamath County, Oregon

04/28/2022 09:42:01 AM

Fee: \$92.00

RECORDATION REQUESTED BY:

Umpqua Bank
Klamath Falls - Main
C/O Loan Support Services
PO Box 2326
Spokane, WA 99201

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

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SEND TAX NOTICES TO:

MICHAEL A MARTIN
NORMA L SCANNELL-MARTIN
1237 FRONT ST
KLAMATH FALLS, OR 97601

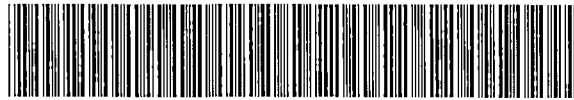
FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



REF230915860A

REF227308932A



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THIS MODIFICATION OF DEED OF TRUST dated March 3, 2022, is made and executed between MICHAEL A. MARTIN AND NORMA L. SCANNELL-MARTIN, AS TENANTS BY THE ENTIRETY, whose address is 1237 FRONT ST, KLAMATH FALLS, OR 97601 ("Grantor") and Umpqua Bank, whose address is Klamath Falls - Main, C/O Loan Support Services, PO Box 2326, Spokane, WA 99201 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 19, 2019 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on August 06, 2019 under Klamath county instrument #2019-008861.

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

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON: LOT 14 IN BLOCK 9, OF BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 1237 FRONT ST, Klamath Falls, OR 97601. The Real Property tax identification number is R174876.

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

The maximum amount that Borrower may advance under the Credit Agreement shall be increased to an amount of \$68,000.00.

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 endorser 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.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

SURETYSHIP WAIVER. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also

**MODIFICATION OF DEED OF TRUST
(Continued)**

Page 2

waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

VENUE. This transaction is made in the State of Oregon. Upon Lender's request, the undersigned agrees to submit to the jurisdiction of any state or federal court in the State of Oregon or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

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 MARCH 3, 2022.

GRANTOR:


MICHAEL A MARTIN


NORMA L SCANNELL-MARTIN

LENDER:

UMPQUA BANK


Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

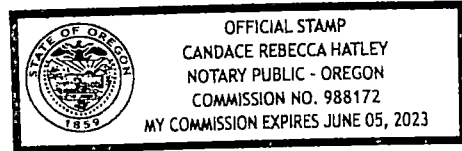
Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **MICHAEL A MARTIN**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of March, 20 22.

By Candace Hatley
Notary Public in and for the State of Oregon

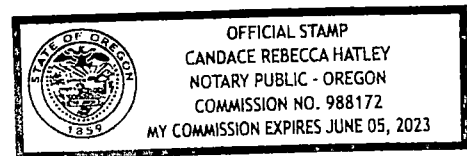
Residing at 540 Main St., Klamath Falls, OR
My commission expires 6/5/23

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **NORMA L SCANNELL-MARTIN**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of March, 20 22.

By Candace Hatley
Notary Public in and for the State of Oregon

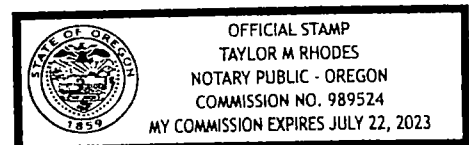
Residing at 540 Main St., Klamath Falls, OR
My commission expires 6/5/23

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 3 day of March, 20 22 before me, the undersigned Notary Public, personally appeared CANDACE REBECCA HATLEY and known to me to be the Loan Officer, authorized agent for **Umpqua Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Umpqua Bank**, duly authorized by **Umpqua 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 **Umpqua Bank**.

By Taylor M. Rhodes
Notary Public in and for the State of Oregon

Residing at 540 Main St., Klamath Falls, OR
My commission expires July 22, 2023 attest