



2022-006941  
Klamath County, Oregon  
06/02/2022 01:36:01 PM  
Fee: \$97.00

**RECORDATION REQUESTED BY:**

Redwood Capital Bank  
Eureka Branch  
402 G Street  
Eureka, CA 95501

**WHEN RECORDED MAIL TO:**

Redwood Capital Bank  
Eureka Branch  
402 G Street  
Eureka, CA 95501

**SEND TAX NOTICES TO:**

Peter E. Martin, Trustee of Martin Family Trust dated  
June 29, 2006 under the provisions of a trust  
agreement dated June 11, 2021  
3608 E Burnside St  
Portland, OR 97214

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**



\*#####073505232022\*

**THIS MODIFICATION OF DEED OF TRUST** dated May 23, 2022, is made and executed between Peter E. Martin, Trustee of Martin Family Trust, dated June 29, 2006, whose address is 2010 Maple Terrace West Linn, OR 97068 ("Trustor") and Redwood Capital Bank, whose address is Eureka Branch, 402 G Street, Eureka, CA 95501 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated October 25, 2019 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recording October 29, 2019, A Serial Number 2019-012648, Klamath County, 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 6800 S 6th Street, Klamath Falls, OR 97603. The Assessor's Parcel Number for the Real Property is Account No. R510441 Map No. R-3909-001DC-01600-000.

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

Increasing loan amount to \$673,500.00, Extending maturity date to May 1, 2042.

**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 endorers 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.


**ILLEGAL OR UNLAWFUL ACTS.** Borrower agrees not to perform or allow to be performed, on the Property, any act or omission which would constitute a violation of any applicable federal, state or local laws or regulations regarding controlled substances. Without limitation these include laws or regulations which prohibit the possession, use, consumption, cultivation, storage or sale of marijuana, cannabis, hemp or any other intoxicating substance, or which would otherwise subject the Property to seizure by any federal, state, or local governmental authority. Further, without limiting the foregoing and for the avoidance of doubt, there is no exception to this provision for possession, use, consumption or sale of a controlled substance for personal or medical uses, whether or not the Borrower or any other person has a permit for such use. Any breach of this provision shall constitute a default under this Security Agreement.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 23, 2022.**

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 2

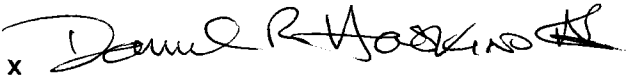
TRUSTOR:

X 

Peter E. Martin, Trustee of Martin Family Trust dated June 29, 2006 under the provisions of a Trust Agreement dated June 11, 2021

LENDER:

REDWOOD CAPITAL BANK

X 

Authorized Officer DANIEL R. HASKINS II, VP

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF Oregon

)

COUNTY OF Clackamas

) SS

)

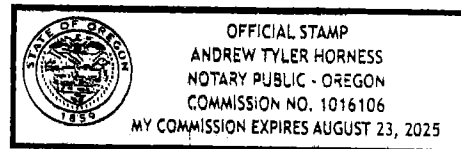
On May 25<sup>th</sup>, 2022 before me, Andrew Horness, Notary Public  
(here insert name and title of the officer)

personally appeared **Peter E. Martin**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 3

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF California

)

COUNTY OF Humboldt

) SS

)

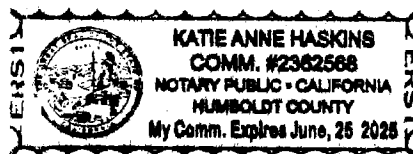
On May 26, 20 22 before me, Katie Anne Haskins, Notary Public  
(here insert name and title of the officer)

personally appeared Dan Haskins \*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. \* Dan Haskins aka Daniel R. Haskins II

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katie Anne Haskins



(Seal)

## EXHIBIT "A"

A tract of land situated in the Southwest quarter of the Southeast quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, State of Oregon, being more particularly described as follows:

Beginning at a point on the North right of way line of the County Road known as Hilyard Avenue, 30 feet North and at right angles from the center line of Hilyard Avenue, this point of beginning being North 0 degrees 04 minutes West a distance of 30 feet and North 89 degrees 56 minutes East a distance of 514.1 feet from the iron axle which marks the quarter corner common to Sections 1 and 12 in Township 39 South, Range 9 East of the Willamette Meridian, thence North 29 degrees 06 minutes East and along the line of property conveyed to Edward D. and Ester V. Ault by deed recorded in Volume 252, page 435 of Klamath County Deed Records, a distance of 552.6 feet, more or less, to the Southerly right of way line of the Dalles-California State Highway; thence North 46 degrees 09 minutes West along said right of way line a distance of 334.2 feet to a point; thence South 43 degrees 51 minutes West a distance of 405.8 feet to a point; thence South 3 degrees 24 minutes East a distance of 415 feet, more or less, to the North line of said Hilyard Avenue; thence North 89 degrees 56 minutes East along said North line of Hilyard Avenue a distance of 230 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by instrument recorded June 19, 1972, in Volume M-72, page 6558.