

2022-007246

Klamath County, Oregon

06/09/2022 03:00:01 PM

Fee: \$102.00

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

LOIS ANN TRELEASE
R MARK TRELEASE
1539 Kane St
Klamath Falls, OR 97603

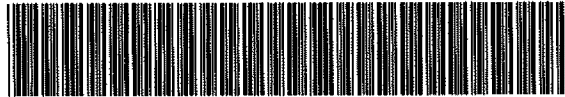
FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



REF233410549A

REF230359906A



97#####073504262022

THIS MODIFICATION OF DEED OF TRUST dated April 26, 2022, is made and executed between LOIS ANN TRELEASE AND R. MARK TRELEASE, HUSBAND AND WIFE, whose address is 1539 Kane St, Klamath Falls, OR 97603 ("Grantor") and Umpqua Bank, whose address is Klamath Falls - Shasta, 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 September 1, 2016 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on September 2, 2016 under Klamath county instrument #2016-009416.

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

THE FOLLOWING REAL ESTATE SITUATED IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OREGON TO WIT: THAT PART OF LOT 40 OF FAIR ACRES SUBDIVISION NO. 1, IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 298.4 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 40; THENCE EAST 140 FEET; THENCE NORTH 20 FEET; THENCE EAST 173 FEET TO THE EAST LINE OF SAID LOT 40; THENCE SOUTH ON THE EAST LINE OF SAID LOT 40, 105 FEET; THENCE WEST 313 FEET TO THE WEST LINE OF SAID LOT 40; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 40, 85 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WESTERLY 5 FEET, FOR WIDENING OF KANE STREET AS SET FORTH IN DEED VOLUME 349, PAGE 474 THIS BEING THE SAME PROPERTY CONVEYED TO LOIS ANN TRELEASE AND R. MARK TRELEASE, HUSBAND AND WIFE, BY DEED FROM ROBERT M. TRELEASE, WHO ACQUIRED TITLE AS R. MARK TRELEASE, DATED 06/20/2008 AND RECORDED ON 12/15/2011 IN INSTRUMENT NO. 2011-013854, IN THE KLAMATH COUNTY RECORDERS OFFICE.

The Real Property or its address is commonly known as 1539 KANE ST, Klamath Falls, OR 97603. The Real Property tax identification number is 450103.

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

This Deed of Trust now secures a Credit Agreement dated April 26, 2022 with a credit limit of \$132,000.00.

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 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.

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

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

Page 2

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 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 APRIL 26, 2022.

GRANTOR:

x Lois Ann Trelease
LOIS ANN TRELEASE

x Mark Trelease
MARK TRELEASE

LENDER:

UMPQUA BANK

x Cathy Madson
Authorized Officer

SIGNED IN COUNTERPART

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

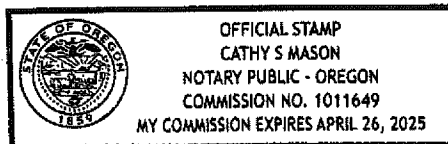
STATE OF Oregon

)

) SS

COUNTY OF Klamath

)



On this day before me, the undersigned Notary Public, personally appeared **LOIS ANN TRELEASE**, 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 26th day of April, 2022.

By Cathy Mason

Residing at 2943 56th St. Klamath Falls OR

Notary Public in and for the State of Oregon

My commission expires April 26, 2025 97603

INDIVIDUAL ACKNOWLEDGMENT

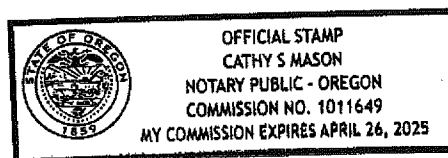
STATE OF Oregon

)

) SS

COUNTY OF Klamath

)



On this day before me, the undersigned Notary Public, personally appeared **R MARK TRELEASE**, 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 26th day of April, 2022.

By Cathy Mason

Residing at 2943 5.6th St. Klamath Falls OR

Notary Public in and for the State of Oregon

My commission expires April 26, 2025 97603

LENDER ACKNOWLEDGMENT

STATE OF _____

)

) SS

COUNTY OF _____

)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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

Page 2

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 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 APRIL 26, 2022.

GRANTOR:

X _____
LOIS ANN TRELEASE

X _____
R MARK TRELEASE

LENDER:

Umpqua Bank
X  _____
Authorized Officer

SONY LAWTON
SIGNED IN COUNTER PART

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared LOIS ANN TRELEASE, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared R MARK TRELEASE, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF SPOKANE)

On this 6th day of June, 2002, before me, the undersigned Notary Public, personally appeared JOY LEWIS and known to me to be the Loan Manager, 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 Rebekh Brally Residing at SPOKANE, WA

Notary Public in and for the State of WA My commission expires 10/33/04