

RECORDATION REQUESTED BY: WFG Lender Services

Umpqua Bank
Merrill
C/O Loan Support Services
PO Box 2326
Spokane, WA 99201

WHEN RECORDED MAIL TO: Visionet

Umpqua Bank - Loan Support
PO Box 2224, Spokane, WA 99210-2224 OR
707 W. Main Street, 6th Floor
Spokane, WA 99201

SEND TAX NOTICES TO:

LONNY E BALEY and NANCY L BALEY, Trustees of the
Lon Baley Living Trust under the provisions of a trust
agreement dated December 1, 2014
LONNY E BALEY and NANCY L BALEY, Trustees of the
Nancy Baley Living Trust under the provisions of
a trust agreement dated December 1, 2014
PO Box 531
Merrill, OR 97633

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



97#####073506282022

THIS MODIFICATION OF DEED OF TRUST dated June 28, 2022, is made and executed between Lonny E. Baley, as Trustee of the Lon Baley Living Trust dated December 1, 2014, and Nancy L. Baley, as Trustee of the Nancy Baley Living Trust dated December 1, 2014, each as to undivided fifty percent (50%) interest as tenants in common, whose address is 20017 HWY 39, Klamath Falls, OR 97603 ("Grantor") and Umpqua Bank, whose address is Merrill, 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 7, 2019 under Klamath county Instrument #2019-008920.

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

A tract of land situated in the SE1/4 of Section 34, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly right-of-way line of State Highway 39 from which the South quarter corner of Section 34 bears South 09° 14' 10" West 2092.91 feet; thence South 89° 45' 16" East, along an existing fence, 1261.58 feet; thence South 00° 14' 44" West 213 feet; thence North 89° 45' 16" West 1036.37 feet to the Easterly right-of-way line of said highway; thence North 46° 21' 00" West 309.98 feet to the point of beginning.

The Real Property or its address is commonly known as 20017 HWY 39, Klamath Falls, OR 97603. The Real Property tax identification number is 744056.

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

This Deed of Trust now secures a Credit Agreement dated June 28, 2022 with a credit limit of \$500,000.00.

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

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

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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 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 JUNE 28, 2022.

GRANTOR:

x 

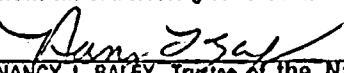
LONNY E. BAILEY, Trustee of the Lon Bailey Living Trust under the provisions of a Trust Agreement dated December 1, 2014

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NANCY L. BAILEY, Trustee of the Lon Bailey Living Trust under the provisions of a Trust Agreement dated December 1, 2014

x 

LONNY E. BAILEY, Trustee of the Nancy Bailey Living Trust under the provisions of a Trust Agreement dated December 1, 2014

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NANCY L. BAILEY, Trustee of the Nancy Bailey Living Trust under the provisions of a Trust Agreement dated December 1, 2014

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

UMPQUA BANK

Rebecca Irene Zamora
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 28 day of June, 2022, before me, the undersigned Notary Public, personally appeared LONNY E BALEY, Trustee of the Lon Baley Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Rebecca Irene Zamora
Notary Public In and for the State of Oregon

Residing at 200 E Front St Mer. 10297622
My commission expires March 10, 2023

TRUST ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 28 day of June, 2022, before me, the undersigned Notary Public, personally appeared NANCY L BALEY, Trustee of the Lon Baley Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Rebecca Irene Zamora
Notary Public In and for the State of Oregon

Residing at 200 E Front St Mer. 10297622
My commission expires March, 10 2023

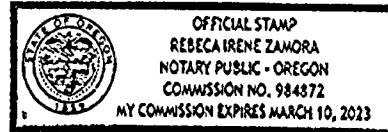
MODIFICATION OF DEED OF TRUST
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 28 day of June, 2022, before me, the undersigned Notary Public, personally appeared LONNY E BAILEY, Trustee of the Nancy Bailey Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Rebecca Irene Zamora
Notary Public in and for the State of Oregon

Residing at 2016 E Frank St Merrill OR 97633
My commission expires March 10, 2023

TRUST ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 28 day of June, 2022, before me, the undersigned Notary Public, personally appeared NANCY L BAILEY, Trustee of the Nancy Bailey Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

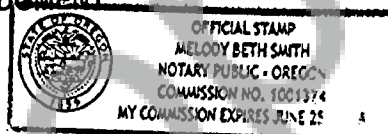
By Rebecca Irene Zamora
Notary Public in and for the State of Oregon

Residing at 2016 E Frank St Merrill OR 97633
My commission expires March 10, 2023

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 28th day of June, 2022, before me, the undersigned Notary Public, personally appeared Rebecca Irene Zamora and known to me to be the Authorized Agent, 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 Melody Beth Smith
Notary Public in and for the State of Oregon

Residing at 2016 E Frank St Merrill OR 97633
My commission expires June 25th 2024

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

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