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RECORDATION REQUESTED BY:
First Fidelity Bank
P.O. Box 32282
Oklahoma City, OK 73123

WHEN RECORDED MAIL TO:
First Fidelity Bank
P.O. Box 32282
Oklahoma City, OK 73123

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 24, 2023, is made and executed between Klamath Falls Sonic, LLC, a South Dakota limited liability company, whose address is 9608 Beachwood Drive NW, Gig Harbor, WA 98332 ("Grantor") and First Fidelity Bank, whose address is Arizona - Commercial - 400, 16435 N Scottsdale Road, Suite 150, Scottsdale, AZ 85254 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 15, 2022 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on September 19, 2022 in the Office of the Klamath County Recorded, State of Oregon as Document No. 2022-011340.

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

PARCEL 1

The North 75 feet of Tracts 1 and 2, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2

The Southerly 125.0 feet of Tracts 1 and 2 of PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING and EXCEPTING that portion thereof described as follows:

Beginning on the West line of said Tract 1 at a point 10.78 feet Northerly of the Southwest corner of said tract; thence Southerly along said West line 10.78 feet to said Southwest corner; thence Easterly along the South line of said Tracts 1 and 2 a distance of 149.4 feet to the Southeast corner of said Tract 2; thence Northerly along the East line of said Tract 2 a distance of 10.69 feet; thence Westerly in a straight line to the point of beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County by Statutory Warranty Deed recorded March 11, 1991 in Volume M91, page 4350, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM all that portion conveyed to the State of Oregon, by and through its Department of Transportation by Warranty Deed recorded July 2, 2013 in Volume 2013-007590, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM all that portion conveyed to the State of Oregon, by and through its Department of Transportation by Warranty Deed recorded December 3, 2019 in Volume 2019-014021, Microfilm Records of Klamath County, Oregon.

The Real Property or its address is commonly known as 5419 S 6th Street, Klamath Falls, OR 97603. The Real Property tax identification number is 513439; 513448.

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

(1) Change "Trustee" to Ticor Title Company of Oregon, whose address is 1555 E. McAndrews Road, Ste 100, Medford, OR 97504.

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 OCTOBER 24, 2023.

GRANTOR:

KLAMATH FALLS SONIC, LLC

By: 
Roy Humphreys, Member/Manager of Klamath Falls Sonic, LLC

LENDER:

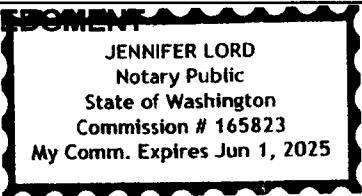
FIRST FIDELITY BANK

X 
Chris Call, Senior Vice President

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Pierce)



On this 26th day of October, 20 23, before me, the undersigned Notary Public, personally appeared Roy Humphreys, Member/Manager of Klamath Falls Sonic, LLC, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at Fox Island
Notary Public in and for the State of WA My commission expires 6-1-25

LENDER ACKNOWLEDGMENT

STATE OF Arizona)
) SS
COUNTY OF Maricopa)



On this 24th day of October, 20 23, before me, the undersigned Notary Public, personally appeared Chris Call and known to me to be the Senior Vice President, authorized agent for First Fidelity Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Fidelity Bank, duly authorized by First Fidelity 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 First Fidelity Bank.

By [Signature] Residing at Mesa, AZ
Notary Public in and for the State of Arizona My commission expires 12/06/2024