



2024-005059
Klamath County, Oregon
06/24/2024 01:26:02 PM
Fee: \$112.00

RECORDATION REQUESTED BY:

Umpqua Bank
Nor-Cal CBO
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Ojai Building, LLC
1128 Tamera Drive
Klamath Falls, OR 97603

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated June 14, 2024, is made and executed between Ojai Building, LLC, whose address is 1128 Tamera Drive, Klamath Falls, OR 97603 ("Grantor") and Umpqua Bank, whose address is Nor-Cal CBO, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 14, 2023 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on January 5, 2024 as Instrument no. 2024-000141 in the official records of Klamath County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

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

THE FOLLOWING DESCRIBED PROPERTY IN KLAMATH COUNTY, OREGON:

A TRACT OF LAND 320 FEET WIDE NORTH AND SOUTH, IN ENTERPRISE TRACTS NO. 38A AND 418, AND LYING NORTH OF THE NORTH LINE OF THE COUNTY ROAD KNOWN AS THE EXTENSION OF EBERLEIN AVENUE AND BOUNDED ON THE NORTH BY THE NORTHERLY LINE OF WANTLAND AVENUE OF DARROW ADDITION TO THE CITY OF KLAMATH FALLS, OREGON EXTENDED EAST TO THE RIGHT OF WAY OF THE U.S.R.S. CANAL; ALSO SUCH FRAGMENT OF ENTERPRISE TRACTS NO. 30 LYING SOUTH OF THE U.S.R.S. CANAL, AS MAY REMAIN AFTER CONVEYANCE HERETOFORE MADE BY ENTERPRISE LAND AND INVESTMENT COMPANY TO THE U.S.R.S. FOR RIGHT OF WAY, AND TO KLAMATH COUNTY, OREGON FOR ROAD PURPOSES.

EXCEPTING HOWEVER, THOSE CERTAIN PARCELS HERETOFORE CONVEYED TO THE UNITED STATES OF AMERICA FOR RIGHT OF WAY OF THE MAIN CANAL AND "B" LATERAL OF THE UNITED STATES OF AMERICA IRRIGATION SYSTEM, AND TO KLAMATH COUNTY, OREGON, FOR RIGHTS OF WAY OF ROADS KNOWN AS THE EXTENSION OF EBERLEIN AVENUE AND WASHBURN WAY.

EXCEPTING ALSO THAT CERTAIN PARCEL OF LAND DEEDED BY ALFRED D. COLLIER AND ETHEL F. COLLIER, HUSBAND AND WIFE, TO GEO H: MERRYMAN AND MABEL C. MERRYMAN, HUSBAND AND

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

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WIFE, AND GEORGE H. MERRYMAN, JR. AND ELIZABETH F. MERRYMAN, HUSBAND AND WIFE, RECORDED MAY 2, 1941 IN BOOK 137 AT PAGE 359, DEED RECORDS OF KLAMATH COUNTY, OREGON.

EXCEPTING ALSO THAT CERTAIN PARCEL OF LAND DEEDED BY ALFRED D. COLLIER AND ETHEL F. COLLIER, HUSBAND AND WIFE, TO KLAMATH COUNTY, OREGON, RECORDED MAY 11, 1941 IN BOOK 137 AT PAGE 542, DEED RECORDS OF KLAMATH COUNTY, OREGON, BUT INCLUDING ALSO THE RIGHT AND PRIVILEGES RESERVED IN SAID DEED TO ALFRED D. COLLIER AND ETHEL F. COLLIER, SAID LAND BEING DEEDED TO KLAMATH COUNTY, OREGON, FOR THE USE AS A COUNTY ROAD AS THEREIN SET FORTH.

EXCEPTING ALSO THAT PORTION LYING EAST OF THE WEST LINE OF VACATED ALANDALE STREET, VACATED BY ORDINANCE NO. 5753 RECORDED JUNE 5, 1970 IN VOLUME M70, PAGE 4511. EXCEPTING ALSO ALL THAT PORTION OF VACATED ALANDALE STREET AND APPLEWOOD STREET AS DESCRIBED IN ORDINANCE NO. 5753 RECORDED JUNE 5, 1970 IN VOLUME M70, PAGE 4511.

The Real Property or its address is commonly known as 2609 Eberlein Avenue, Klamath, OR 97603. The Real Property tax identification number is 3809-034CB-09501.

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

Modify Borrower, modify Grantor, modify Note and modify Trustor

As used herein the word "Borrower" now means Ojai Building, LLC.

As used herein the word "Grantor" now means Ojai Building, LLC.

As used herein the word "Note" now means the note executed by Dodson Family, LLC; Matthew Dodson; and Kristin Dodson assumed by Ojai Building, LLC on June 14, 2024, in the original principal amount of \$810,000.00, dated December 14, 2023, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

As used herein the word "Trustor" now means Ojai Building, LLC.

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.

APPRAISAL. In Lender's sole and absolute discretion, Lender may obtain an appraisal(s) of the Real Property under any of the following conditions: (a) in order to comply with any law, rule, or regulation, (b) pursuant to the request or directive of any regulatory authority having jurisdiction over Lender, (c) in the event that Lender determines that it is likely that there has been an adverse change in the value of the Real Property, or (d) after any Event of Default. Any such appraisal(s) shall be prepared by an appraiser satisfactory to Lender and shall be in a form satisfactory to Lender. All appraisal fees and costs shall be paid by Borrower or Grantor upon Lender's demand.

SURETYSHIP WAIVERS. 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

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

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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.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

VENUE. The undersigned hereby (a) irrevocably submits 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; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. 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.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

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

MODIFICATION OF DEED OF TRUST
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14, 2024.

GRANTOR:

OJAI BUILDING, LLC

DODSON FAMILY, LLC, Member of Ojai Building, LLC

By: 
Lewis M. Dodson, Manager of Dodson Family, LLC

LENDER:

UMPQUA BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

)
) SS
)



On this 20 day of June, 2024, before me, the undersigned Notary Public, personally appeared **Lewis M. Dodson, Manager of Dodson Family, LLC, Member of Ojai Building, 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: 

Residing at Klamath Falls OR

Notary Public in and for the State of Oregon

My commission expires 9/27/2025

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

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14, 2024.

GRANTOR:

OJAI BUILDING, LLC

DODSON FAMILY, LLC, Member of Ojai Building, LLC

By: _____
Lewis M. Dodson, Manager of Dodson Family, LLC

LENDER:

UMPQUA BANK

X

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared **Lewis M. Dodson, Manager of Dodson Family, LLC, Member of Ojai Building, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

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LENDER ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Humboldt)

On this 21st day of June, 20 24, before me, the undersigned Notary Public, personally appeared Songmi Sweed and known to me to be the SBP/CRM, 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 [Signature] Residing at McKinleyville CA
Notary Public in and for the State of CA My commission expires 9-25-2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

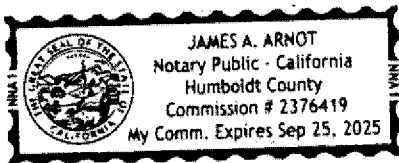
State of California

County of Humboldt }

On June 21 2024 before me, James A Arnot, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Songmi Sweet
Name(s) of Signer(s)

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

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Modification of Deed of Trust

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____