

RECORDATION REQUESTED BY:

Washington Federal Bank
425 Pike Street
Seattle, WA 98101

2024-009775

Klamath County, Oregon

11/08/2024 09:42:01 AM

Fee: \$92.00

WHEN RECORDED MAIL TO:

Washington Federal Bank
Commercial Loan Processing
425 Pike Street
Seattle, WA 98101

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 4, 2024, is made and executed between Caledonia Properties, LLC, an Oregon Limited Liability Company ("Grantor") and Washington Federal Bank, whose address is 425 Pike Street, Seattle, WA 98101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 25, 2014 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded July 10, 2014 under Recording No. 2014-007265.

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 2505 and 3223 Swan Lake Rd, Klamath Falls, OR 97603. The Real Property tax identification number is 885536, 454378, 454751 and 885535.

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

The maturity date is hereby extended to January 1, 2028.

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.

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 NOVEMBER 4, 2024.

GRANTOR:

CALEDONIA PROPERTIES, LLC

By: 

Mark A. Campbell, Manager of Caledonia Properties, LLC

LENDER:

WASHINGTON FEDERAL BANK

X 

Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath

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On this 7th day of November, 20 24, before me, the undersigned Notary Public, personally appeared **Mark A. Campbell, Manager of Caledonia Properties, 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 15562 Westside Rd. Lakeview OR

Notary Public in and for the State of Oregon

My commission expires July 2, 2027

LENDER ACKNOWLEDGMENT

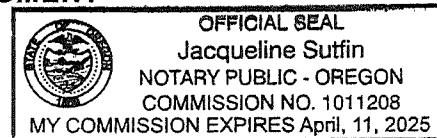
STATE OF Oregon

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COUNTY OF Lake

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On this 7th day of November, 20 24, before me, the undersigned Notary Public, personally appeared Leigh Ann Evans and known to me to be the SVP WAFB BANK, authorized agent for **Washington Federal Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Washington Federal Bank**, duly authorized by **Washington Federal 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 **Washington Federal Bank**.

By [Signature]

Residing at Lakeview OR

Notary Public in and for the State of Oregon

My commission expires April 11, 2025

Exhibit A

PARCEL 1:

The S1/2 of Section 10, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

The N1/2, SE1/4 and that portion of the SW1/4 lying Northerly and Easterly of the Swan Lake Road Section 15, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County Oregon.

PARCEL 3:

All that portion of the N1/2 of Section 22 lying Northerly and Easterly of the Swan Lake Road, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4:

The SW1/4 of Section 11, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 5:

The W1/2 of Section 14, Township 38 South, Range 10 East of the Willamette Meridian, Klamath County Oregon.

PARCEL 6:

All that portion of the NW1/4 of Section 23, Township 38 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the section corner at the Northwesterly corner of the said Section 23, which marks the Northwesterly corner of the said NW1/4 of the said Section 23; thence South 0° 35' West along the Section line marking the Westerly boundary of the said NW1/4 of the said Section 23, 2231.6 feet more or less, to a point in the centerline of the County Road; thence South 58° 44 1/2' East, along the said center line 603.1 feet; thence along the arc of a 12°00' circular curve to the left to a point which bears South 74°17' East 256.4 feet distance; thence South 89°50' East 1974.8 feet, more or less, to a point in the North and South center line of the said Section 23, which marks the Easterly boundary of the said NW1/4 of the said Section 23; thence North 0°37' East, along the said North and South centerline of the said Section 23, 2643.3 feet to the North quarter corner of the Section 23, which marks the Northeasterly corner of the said NW1/4 of the said Section 23; thence South 89°29' West, along the Section line marking the Northerly boundary of the said NW1/4 of the said Section 23, 2642.8 feet, more or less, to the said section corner at the Northwesterly corner of the said Section 23, the point of beginning.

EXCEPTING THEREFROM any portion thereof lying within the boundaries of Swan Lake Road.