



2024-011162
Klamath County, Oregon
12/27/2024 11:35:02 AM
Fee: \$102.00

RECORDATION REQUESTED BY:

Umpqua Bank
Agribusiness Banking
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

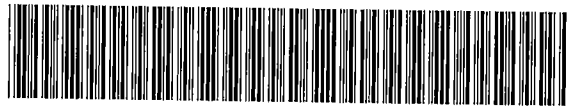
Umpqua Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Biehn Street Medical Facility LLC
Mark Fay

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated December 13, 2024, is made and executed between Biehn Street Medical Facility LLC an Oregon limited liability company, as to the building commonly referred to as Ear, Nose and Throat Clinic situate upon the real property described on Exhibit A-3, and as to the building commonly referred to as Klamath Surgery Center LLC situate upon the real property described on Exhibit A-2, and as to the building commonly referred to as Klamath Ophthalmology Clinic, situate upon the real property described on Exhibit A-1; and Mark T Fay, who acquired title as Mark Fay, MD, as to an undivided 1/2 Interest and Biehn Street Medical Facility LLC as to an undivided 1/2 interest as to the remainder, whose address is 2640 Biehn St, Klamath Falls, OR 97601 ("Grantor") and Umpqua Bank, whose address is Agribusiness Banking, 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 August 7, 2014 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on August 15, 2014 as Instrument no. 2014,-008570 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:

See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2640 Biehn St, Klamath Falls, OR 97601. The Real Property tax identification number is 440240 3809-020CC-01600-000; 440259 3809-020CC-01700-000; P893564 P-010351; P890557 P-011479; P6111 P-017490.

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

Extend maturity date.

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

Page 2

The definition of "Note" set forth under the section of the Deed of Trust entitled "DEFINITIONS" is amended and restated to read as follows:

Note. The word "Note" means the promissory note dated August 7, 2014 in the original amount of \$412,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. The maturity date of the Note is December 1, 2039.

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.

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 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

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

Page 3

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.

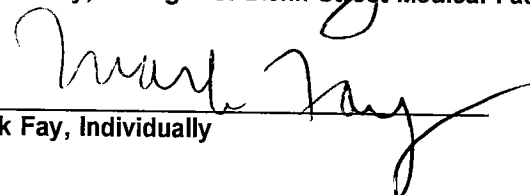
COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees 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 DECEMBER 13, 2024.

GRANTOR:

BIEHN STREET MEDICAL FACILITY LLC

By: 
Mark Fay, Manager of Biehn Street Medical Facility LLC


x 
Mark Fay, Individually

MODIFICATION OF DEED OF TRUST
(Continued)

Page 4

LENDER:

UMPQUA BANK

X 
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

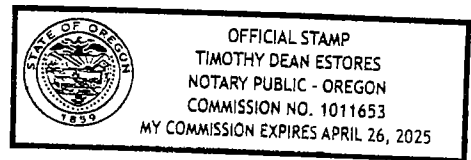
STATE OF Oregon

)

) SS

)

COUNTY OF Klamath



On this 24 day of December, 20 24, before me, the undersigned Notary Public, personally appeared **Mark Fay, Manager of Biehn Street Medical Facility 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 Timothy Estores

Residing at 2943 SW 1st Klamath Falls, OR 97603

Notary Public in and for the State of Oregon

My commission expires 4/26/2025

MODIFICATION OF DEED OF TRUST
(Continued)

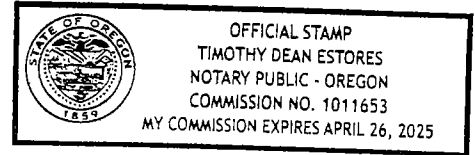
Page 5

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **Mark Fay**, 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 24 day of December, 2024.

By Timothy Estores

Residing at 2943 SE 1st Klamath Falls OR 97603

Notary Public in and for the State of Oregon

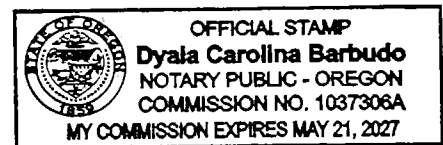
My commission expires 4/26/2025

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)
) SS
)



On this 24th day of December, 2024, before me, the undersigned Notary Public, personally appeared Timothy Estores and known to me to be the lender, 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 Dyala Barbudo

Residing at 2943 S. 6th St Klamath Falls
OR 97603
My commission expires 4/2 5/21/27
DB

Notary Public in and for the State of Oregon