

This instrument prepared by and after recording return to:

Scott M. Nieman
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND, OR 97228-5308

0619285669

M06-06735

Klamath County, Oregon

04/07/2006 09:50:56 AM

Pages 6 Fee: \$46.00



AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Basin Fertilizer & Chemical Co. (collectively the "Grantor"), and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Grantor (or the Grantor's predecessor in interest, if different from the undersigned Grantor) executed a Trust Deed (the "Deed of Trust"), dated JULY 7, 2005. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in **Exhibit A** hereto if the description does not appear below):

See attached Exhibit A

Real Property Tax I.D. No. R106049, R106058
R894460, R106067

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on JULY 13, 2005, in Book M05, Page 53618, or as Document No. N/A

C. The Grantor has requested that the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. ☒ **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated 07/07/05 in the initial principal amount(s) of \$ 350,000.00

" is hereby amended and replaced with the phrase "note(s) dated or amended as of 03/07/06 in the principal amount(s) of \$ 350,000.00

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2. ☒ **Change in Maturity Date.** If checked here, the maturity date of the latest of the Obligations to mature, secured by the Deed of Trust is hereby amended to MARCH 1, 2011.

3. **Additional Terms.**

4. **Fees and Expenses.** The Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Grantor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Grantor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of MARCH 7, 2006.

(Individual Grantor)

Basin Fertilizer & Chemical Co.

Grantor Name (Organization)

a Oregon Corporation

By: 

Christopher A. Moudry

Name and Title Secretary

By _____

Name and Title _____

Printed Name N/A

(Individual Grantor)

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: 

Name and Title: **Scott M. Nieman**
Officer

[NOTARIZATIONS ON NEXT PAGE]

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

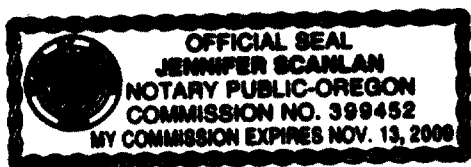
This instrument was acknowledged before me on March 21, 2006, by Christopher A. Moudry
(Date) (Name(s) of person(s))

as Secretary (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of Basin Fertilizer & Chemical Co. (Name of entity on whose behalf the document was executed; use N/A if individual)

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



Jennifer Scanlan
Printed Name: Jennifer Scanlan
Title (and Rank): ARM
My commission expires: 11-13-09

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Klamath } ss.

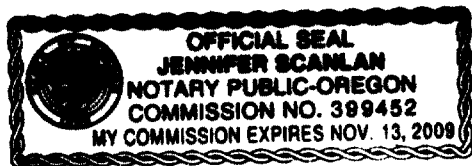
This instrument was acknowledged before me on March 21-2006, by Scott M. Nieman
(Date) (Name(s) of person(s))

as Officer (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of U.S. BANK N.A. (Name of entity on whose behalf the document was executed; use N/A if individual)

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.

(Notarial Seal)



Jennifer Scanlan
Printed Name: Jennifer Scanlan
Title (and Rank): ARM
My commission expires: 11-13-09

**EXHIBIT A TO DEED OF TRUST
(Legal Description)**

Grantor/Trustor: **BASIN FERTILIZER & CHEMICAL CO.**

Trustee: **U.S. BANK TRUST COMPANY, N.A.**

Beneficiary: **U.S. BANK N.A.**

Legal Description of Land:

22990 MALONE ROAD, MERRILL, OR 97633, more fully described as follows:

PARCEL 1:

A parcel of land situated in the SE 1/4 NE 1/4 of Section 7, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the Southerly right of way line of Southern Pacific Railroad; thence Westerly along said right of way line to the Easterly right of way line of U.S.B.R. Drain No. 8; thence continuing Westerly along said Southern Pacific Railroad right of way line 55.0 feet; thence Southerly parallel to the East line of said Section 7 to the South line of the SE 1/4 NE 1/4 of said Section 7; thence Easterly along said South line to the point of beginning.

EXCEPTING THEREFROM that portion of the above described parcel lying within the right of way of Malone Road.

ALSO EXCEPTING THEREFROM a strip of land 55 feet in width, being 27.5 feet on either side of the following described centerline: Commencing at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the Southerly right of way line of Southern Pacific Railroad; thence Westerly along said right of way line to the Easterly right of way line of U.S.B.R. Drain No. 8; thence continuing Westerly along said Southern Pacific Railroad right of way line 27.5 feet to the true point of beginning of this description; thence Southerly parallel to the East line of said Section 7 to a point 27.5 feet North of the South line of the SE 1/4 NE 1/4 of said Section 7; thence Easterly 27.5 feet distant from and parallel to said South line to the West right of way line of Malone Road.

ALSO EXCEPTING THEREFROM that portion of the East 45 feet of the South 105 feet of the SE 1/4 NE 1/4 of said Section 7 lying outside of the right of way of Malone Road.

ALSO EXCEPTING THEREFROM the following described parcel:

Beginning at a point where the Southerly right of way line of the Southern Pacific and the centerline of the County Road intersect, which point is 416.7 feet North along the section line from the quarter section corner common to Sections 7 and 8, Township 41 South, Range 11 East of the Willamette Meridian, and running thence South along the centerline of the County Road a distance of 200 feet to a point; thence in a Westerly direction parallel to the Southerly right of way line of the Southern Pacific Railroad a distance of 218 feet to a point; thence in a Northerly direction parallel to the East section line of said Section 7 a distance of 200 feet to a point on the Southerly right of way line of the Southern Pacific Railroad; thence in an Easterly direction following said Southerly right of way line of the Southern Pacific Railroad a distance of 218 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described parcel:

Beginning at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right of way line of the Southern Pacific Railroad; thence Westerly along said right of way line 218 feet; thence Southerly parallel to the East line of said Section 7, 157.5 feet to the true point of beginning; thence Westerly parallel to the Southerly right of way line of said railroad to the Northeasterly right of way line of Drain Canal No. 8; thence Southerly and Easterly along the Northeasterly line of Drain Canal No. 8 to the Westerly right of way line of the County Road; thence Northerly along the West right of way line of the County Road to a point that lies 200 feet from the Southerly right of way line of the railroad; thence Westerly parallel to the Southerly right of way line of the railroad a distance of 218 feet; thence North 42.5 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described parcel:

Beginning at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right of way line of the Southern Pacific Railroad; thence Westerly along said right of way line 218 feet to the true point of beginning of this description; thence Southerly parallel to the East line of said Section 7, 157.5 feet; thence Westerly parallel to the Southerly right of way line of said railroad to the Northeasterly right of way line of Drain Canal No. 8; thence Northwesterly along said Northeasterly right of way line to the said Southerly right of way line of the Southern Pacific Railroad; thence Easterly along said Southerly right of way line to the true point of beginning.

CODE 023 MAP 4111-00700 TL 00101 KEY #884460

PARCEL 2:

A tract of land in the SE 1/4 NE 1/4 of Section 7, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point where the Southerly right of way line of the Southern Pacific and the centerline of the County Road intersect, which point is 416.7 feet North along the section line from the quarter section corner common to Sections 7 and 8, Township 41 South, Range 11 East of the Willamette Meridian, and running thence South along the centerline of the County Road a distance of 200 feet to a point; thence in a Westerly direction parallel to the Southerly right of way line of the Southern Pacific Railroad a distance of 218 feet to a point; thence in a Northerly direction parallel to the above mentioned East section line of Section 7 a distance of 200 feet to a point on the Southerly right of way line of the Southern Pacific Railroad; thence in an Easterly direction following said Southerly right of way line of the Southern Pacific Railroad a distance of 218 feet to the point of beginning.

CODE 018 MAP 4111-00700 TL 00400 KEY #106067

PARCEL 3:

A tract of land situated in the SE 1/4 NE 1/4 of Section 7, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right of way line of the Southern Pacific Railroad; thence Westerly along said right of way line 218 feet to the true point of beginning of this description; thence Southerly parallel to the East line of said Section 7, 157.5 feet; thence Westerly parallel to the Southerly right of way line of said railroad to the Northeasterly right of way line of Drain Canal No. 8; thence Northwesterly along said Northeasterly right of way line to the said Southerly right of way line of the South Pacific Railroad; thence Easterly along said Southerly right of way line to the true point of beginning.

CODE 018 MAP 4111-00700 TL 00300 KEY #106048

PARCEL 4:

A tract of land situated in the SE 1/4 NE 1/4 Section 7, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right of way line of the Southern Pacific Railroad; thence Westerly along said right of way line 218 feet; thence Southerly parallel to the East line of said Section 7, 157.5 feet to the true point of beginning; thence Westerly parallel to the Southerly right of way line of said railroad to the Northeasterly right of way line of Drain Canal No. 8; thence Southerly and Easterly along the Northeasterly line of Drain Canal No. 8 to the Westerly right of way line of the County Road; thence Northerly along the West right of way line of the County Road to a point that lies South 200 feet from the Southerly right of way line of the railroad; thence Westerly parallel to the Southerly right of way of the railroad, a distance of 218 feet; thence North 60.5 feet to the point of beginning.

CODE 018 MAP 4111-00700 TL 00500 KEY #106058