

M06-11126

Klamath County, Oregon

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Pages 10 Fee: \$66.00

Recording Requested By:

WTC-74039

And When Recorded Return To:

American AgCredit, FLCA
P.O. Box 1330
Santa Rosa, California 95402

MODIFICATION AND SUPPLEMENT TO DEED OF TRUST

This Modification and Supplement to Deed of Trust ("Modification and Supplement"), made May 17, 2006, by and between Lester R. Sturm, an unmarried man who acquired title as Lester R. Sturm, a married man as his sole and separate property (hereinafter collectively referred to as "Grantor"), Lester Ray Sturm, Trustee of the Lester Ray Sturm 2003 Trust dated July 9, 2003 (hereinafter referred to as "Additional Grantor") and American AgCredit, FLCA, successor in interest to Pacific Coast Farm Credit Services, FLCA, assignee of interest of Pacific Coast Farm Credit Services, ACA hereinafter referred to as "Beneficiary."

WITNESSETH

That whereas, on September 22, 1997 Grantor did make, execute and deliver to AmeriTitle, as Trustee, that certain deed of trust ("Deed of Trust") recorded September 26, 1997, in Volume M97, Page 31595, Recorder's Document No. 45953, official records of Klamath County, State of Oregon securing a promissory note dated September 22, 1997 for the amount of \$616,100.00 in favor of Beneficiary and covering the following described real property:

Refer to Exhibit "A" attached hereto and incorporated herein by reference thereto

And Whereas, Grantor has sold and/or transferred his interest or a portion thereof in the real property secured by the Deed of Trust to Additional Grantor;

And Whereas, the parties hereto agree that the Additional Grantor shall be bound by the terms of said Deed of Trust as modified herein, the same as if the Additional Grantor had executed the Deed of Trust as Grantor;

Whereas, the parties hereto desire to modify and supplement said Deed of Trust as follows:

THE DEED OF TRUST SHALL BE MODIFIED AND SUPPLEMENTED AS DESCRIBED BELOW:

I. MODIFICATION OF DEED OF TRUST.

A. The following provision in the Deed of Trust shall be deleted:

The following described note(s), Membership Agreement, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any of the Loan Documents, and payment of indebtedness under the terms of the note(s) made by Grantors to the order of Beneficiary, with interest and

advances as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
September 22, 1997	\$616,100.00	October 1, 2027

The terms of the note(s) and Loan Documents described above provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

B. The following provision shall be added to the Deed of Trust replacing the deleted paragraph described in paragraph A above:

The following described note(s), Membership Agreement, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any of the Loan Documents, and payment of indebtedness under the terms of the note(s) made by Grantors to the order of Beneficiary, with interest and advances as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
September 22, 1997	\$616,100.00	October 1, 2027
May 17, 2007	\$154,950.00	June 1, 2026

The terms of the note(s) and Loan Documents described above provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

C. The term "Grantor" as used in the Deed of Trust and to any provisions to be added or modified pursuant to this "Modification and Supplement" shall mean and refer to both the Grantor and the Additional Grantor.

Beneficiary, Grantor and Additional Grantor do hereby agree that in all other respects not inconsistent herewith the terms of said Deed of Trust, which is incorporated herein by reference thereto, shall remain in full force and effect and be binding hereon. Said Deed of Trust as herein modified and supplemented shall constitute one deed of trust.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

Grantor


Lester R. Sturm

Additional Grantor

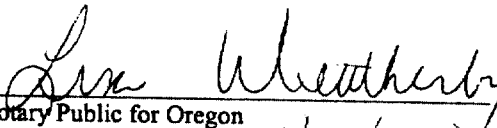

Lester R. Sturm aka Lester Ray Sturm, Trustee of The Lester Ray Sturm 2003 Trust dated July 9, 2003

State of Oregon

County of Klamath

On this 1 day of June, 2006, personally appeared before me the above named Lester R. Sturm, individually and as trustee of the Lester Ray Sturm 2003 Trust dated July 9, 2003, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

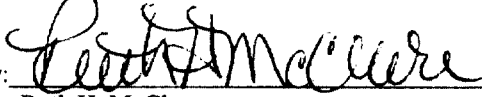
WITNESS My hand and official seal.


Notary Public for Oregon
My Commission expires: 11/20/07



Beneficiary

American AgCredit, FLCA

By: 
Ruth H. McClure
Vice President

[This document must be acknowledged before a Notary Public]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sonoma

} ss.

On 5/23/06

Date

before me,

Nicole M. Temple Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

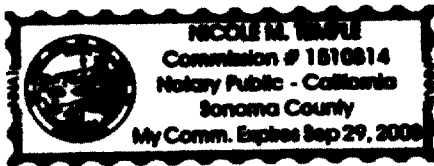
personally appeared

Ruth H. McClure

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

Nicole M. Temple
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Modification & Supplement to Deed of Trust

Document Date:

5/17/06

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



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EXHIBIT "A"

PARCEL 1

A tract of land situated in Sections 18 and 19, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 89° 56' 02" East 3005.07 feet to the N1/4 corner of said Section 18; thence South 00° 08' 16" West, along the North-South center section line, 4332.68 feet to a point marked with a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence West 450.46 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence North 250.00 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence West 825.00 feet to a 5/8" iron pin with a Tru-Line Surveying plastic cap; thence North 704.00 feet to a 1/2" iron pin; thence North 59° 58' 54" West 831.54 feet to a 1/2" iron pin; thence North 300.00 feet to a 5/8" iron pin; thence South 89° 56' 49" West 700.00 feet to a 5/8" iron pin; thence South 1000.00 feet to a 5/8" iron pin; thence South 89° 56' 49" West 240.32 feet to a point 60.00 feet East of the West line of said Section 18; thence South 00° 01' 04" West, parallel to said Section line 742 feet more or less to the center line of an irrigation canal; thence Southeasterly along said canal centerline, 3180 feet more or less to a point on the South line of the N1/2 NW1/4 of said Section 19; thence Westerly along said line 1165 feet, more or less to the Southerly right of way line of an irrigation ditch; thence along said right of way line North 35° West 1350 feet, more or less and North 84° 30' West 150 feet, more or less, to the West line of said Sections 19; thence North 00° 01' 04" East 209.88 feet to the Northwest corner of said Section 19; thence North 00° 01' 04" East along the West line of said Section 18, 2029.92 feet to a point on the boundary of that tract of land described in Deed Volume 114, page 415, Deed Records of Klamath County, Oregon; thence along said boundary line the following courses and distances, North 44° 38' East 208.27 feet, North 09° 14' West 289.6 feet, North 13° 48' East 233.6 feet, North 06° 38' East 259.2 feet, North 13° 38' West 224.1 feet, North 31° 16' West 184.9 feet, North 07° 51' West 240.2 feet and North 22° 46' West 8.9 feet to a point on the West line of said Section 18; thence North 00° 01' 04" East, along said West line, 1763.37 feet to the point of beginning.

PARCEL 2

Parcel 2 of Minor Land Partition No. 37-90, filed February 28, 1991, being a portion of the NE1/4 of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, and Government Lots 1 through 4 and the SE1/4 SW1/4 of Section 7, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 1 of Minor Land Partition No. 37-90, filed February 28, 1991, being a portion of the NE1/4 of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, and Government Lots 1 through 4 and the SE1/4 SW1/4 of Section 7, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM a portion of the NW1/4 NE1/4 of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

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Beginning at the SW corner NW1/4 NE1/4; thence North 00° 22' 18" West 31 feet, thence South 89° 50' 18" East 30 feet; thence South 31 feet, more or less, to the South line of the NW1/4 NE1/4; thence Westerly along said South line 30 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM any portion lying within the W1/2 SW1/4 NE1/4 of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3

A tract of land situated in Government Lot 4 (SW1/4SW1/4) of Section 7, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said Section 7; thence East along the South line of said Section, 1677.16 feet to the Southeast quarter of Lot 4, thence North along the East line of Lot 4, 132.73 feet; thence West parallel to the South line of said lot, also the West line of said Section; thence South along said West line 132.73 feet to the point of beginning.

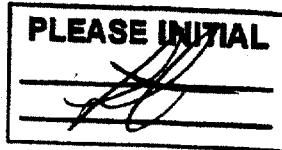
PARCEL 4

A tract of land situated in Section 31, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of the SE1/4 NE1/4 of said Section 31 from which point the Southeast corner of said SE1/4 NE1/4 bears South 89° 28' 07" East 1061.26 feet; thence the following courses and distances:

South 18° 44' 08" East 590.47 feet; South 23° 04' 51" East 385.43 feet; South 20° 08' 02" East 275.85 feet; South 01° 00' East, 153.92 feet to a point on the North line of Lot 7 of said Section 31; thence North 89° 31' 10" West on said North line, 663.22 feet; thence leaving said North line on the following courses and distances:

North 61° 11' 14" West 165.10 feet; North 29° 33' 57" West 284.64 feet; North 40° 30' 09" West, 181.16 feet; North 53° 21' 02" West, 141.88 feet; North 76 degrees 48' 07" West, 611.43; North 07° 51' 21" West 213.86 feet; North 24° 14' 23" West 611.89 feet; North 10° 03' 08" West, 254.20 feet; North 23° 20' 05" West 133.80 feet; North 10° 15' 35" West, 294.26 feet; North 05° 49' 53" East, 286.90 feet; North 14° 52' 21" West, 307.33 feet; North 81° 42' 04" East, 246.78 feet; South 41° 01' 39" East, 209.85 feet; South 57° 28' 17" East 1075.61 feet; South 50° 45' 53" East, 327.70 feet to a point on the West line of said SE1/4 NE1/4; thence South 00° 57' 48" East on said West line, 472.33 feet to the Southwest corner of said SE1/4 NE1/4; thence South 89° 28' 07" East on the South line of said SE1/4 NE1/4, 266.02 feet to the point of beginning.
(1988 Pope)



EXCEPTING THEREFROM:

Beginning at a point marked R-1 from which the Southeast corner of Section 31, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, bears South 28° 56' East 1646 feet distant; thence along water line of proposed reservoir, variation 20° 28' East; North 13° 00' West 275 feet; North 16° 15' West 205 feet; North 34° 15' West 275 feet; North 15° 00' West 480 feet; North 24° 30' West 545 feet; North 41° 30' West 335 feet; North 58° 15' West 490 feet; North 62° 15' West 475 feet; North 56° 30' West 325 feet; South 34° 45' West 185 feet; South 3° 30' East 570 feet; South 25° 30' East 670 feet; South 17° 15' East 420 feet; South 47° 00' East 380 feet; South 88° 00' East 250 feet; South 57° 00' East 50 feet; South 56° 30' East 110 feet; South 43° 45' East 200 feet; South 34° 30' East 243 feet; South 60° 15' East 224 feet; South 46° 30' East 440 feet; North 67° 00' East 140 feet; North 7° 45' East 225 feet to the place of beginning, said property being known as Simms Reservoir, and also known as Pope Reservoir.

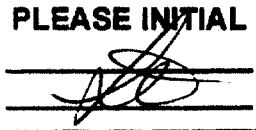
PARCEL 5

Beginning at a point marked R-1 from which the Southeast corner of Section 31, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, bears South 28° 56' East 1646 feet distant; thence along water line of proposed reservoir, variation 20° 28' East; North 13° 00' West 275 feet; North 16° 15' West 205 feet; North 34° 15' West 275 feet; North 15° 00' West 480 feet; North 24° 30' West 545 feet; North 41° 30' West 335 feet; North 58° 15' West 490 feet; North 62° 15' West 475 feet; North 56° 30' West 325 feet; South 34° 45' West 185 feet; South 3° 30' East 570 feet; South 25° 30' East 670 feet; South 17° 15' East 420 feet; South 47° 00' East 380 feet; South 88° 00' East 250 feet; South 57° 00' East 50 feet; South 56° 30' East 110 feet; South 43° 45' East 200 feet; South 34° 30' East 243 feet; South 60° 15' East 224 feet; South 46° 30' East 440 feet; North 67° 00' East 140 feet; North 7° 45' East 225 feet to the place of beginning, said property being known as Simms Reservoir, and also known as Pope Reservoir.

PARCEL 6

A tract of land situated in Parcel 1 of "Minor Land Partition 37-90", being in the 1/2 SW1/4 NE1/4 of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North line of said W1/2 SW1/4 NE1/4 from which C-N 1/16 corner of said Section 12 bear North 89° 50' 18" West 30.00 feet; thence, along the boundaries of said Parcel 1, South 00° 22' 18" East 521.19 feet, South 89° 54' 18" West 30.00 feet, South 00° 22' 18" East 277.43 feet, South 29° 56' 18" East 60.79 feet; South 00° 22' 18" East 60.00 feet, North 89° 37' 42" East 30.00 feet, North 00° 22' 18" West 330.02 feet, and North 89° 54' 18" East 532.49 feet; thence along the line of said Parcel 1 and its extension, North 00° 12' 25" West 570 feet, more or less, to a point on the North line of said W1/2 SW1/4 NE1/4; thence Westerly 565 feet, more or less, to the point of beginning.



TOGETHER WITH the right to divert water in an amount not to exceed as follows:

- a. 1.87 cubic feet per second to be collected from March 1 through September 30 from a well, in the Lost River Basin for the purpose of irrigation of 106.6 acres and supplemental irrigation of 42.7 acres of land of a portion of the above described land more fully described under Permit No. G-12797, Application No. G-13168 and issued by the State Water Resources Department;
- b. .395 cubic foot per second to be collected from the waters of Mill Creek, a tributary of Tule Lake, and Simms Reservoir for the purpose of irrigation of 15.8 acres of land of the above described land and more fully described under Permit No. 49909, Application No. 68848 issued by the State Water Resources Department;
- c. 1.0 cubic foot per second to be collected from Simms Reservoir for the purpose of supplemental supply for irrigation of 80 acres of land of a portion of the above described land more fully described under Permit No. 2466, Application No. 4284 and Certificate No. 20232 issued by the State Water Resources Department;
- d. .75 cubic foot per second to be collected from McCoy reservoir and Simms Reservoir for the purpose of supplemental supply for irrigation of 60 acres of land of a portion of the above described land more fully described under Permit No. 2466, Application No. 4284 and Certificate No. 20233 issued by the State Water Resources Department;
- e. 1.0 cubic foot per second to be collected from drainage from Snow Sheds for the purpose of irrigation of 80 acres of land of a portion of the above described land more fully described under Permit No. 880, Application No. 1738 and Certificate No. 20234 issued by the State Water Resources Department;
- f. .75 cubic foot per second to be collected from drainage from Snow Sheds for the purpose of irrigation of 60 acres of land of a portion of the above described land more fully described under Permit No. 880, Application No. 1738 and Certificate No. 20235 issued by the State Water Resources Department;
- g. 1.98 cubic foot per second to be collected from a well (Frye & Barney Well), a tributary of Mill Creek, tributary of Lost River for the purpose of irrigation and supplement irrigation of 158.2 acres of land of a portion of the above described land more fully described under Permit No. U-503, Application No. U-551 and Certificate No. 27010 issued by the State Water Resources Department;
- h. .75 cubic foot per second to be collected from Mill Creek for the purpose of irrigation of 60 acres of land of a portion of the above described land more fully described under Permit No. 2657, Application No. 4532 and Certificate No. 2153 issued by the State Water Resources Department;
- i. .92 cubic foot per second to be collected from Mill Creek and Simms Reservoir, tributary of the Lost River for the purpose of irrigation of 73 acres of land of a portion of the above described land more fully described under Permit No. 8574, Application No. 12175 and Certificate No. 8529 issued by the State Water Resources Department.

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All that certain personal property described as follows:

All irrigation equipment, now owned and located on the Property, together with all similar goods which may be acquired at any time, together with any additions, replacements, substitutions and accessions.

All water storage tanks and all other equipment used or usable in connection with the storage, transport, delivery, carrying, ownership, use or other disposition of water and water related rights, now or at any time hereafter owned or acquired by debtor(s), together with all improvements, replacements, accessions and additions thereto, wherever they may be located.

All inventory, accounts, documents, chattel paper and general intangibles to the extent they constitute water and/or water rights, now owned or hereafter acquired, including but not limited to:

- (1) all water, water rights and entitlements, appurtenant or otherwise, other rights to water and to receive water of every kind or nature, including but not limited to groundwater, rights to remove and extract groundwater, rights with respect to surface water, whether appropriative, riparian or otherwise, water allocation, distribution, delivery or storage rights, now or at any time hereafter owned or acquired by Grantors;
- (2) all rights to payments arising out of or in any way connected with Grantor's sale, exchange, storage, transport, delivery, carrying, ownership, use, nonuse, or other disposition of water and water related rights.