

2008-012136

Klamath County, Oregon



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08/29/2008 11:39:36 AM

Fee: \$56.00

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Pepple Johnson Cantu & Schmidt, PLLC
1501 Western Avenue
Suite 600
Seattle, WA 98101

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Loan Nos. 717609827 (Note A)
42711300 (Note B)
717610013 (Note C)

**SECOND MODIFICATION OF DEED OF TRUST
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND MODIFICATION OF DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "*Modification*"), is entered into as of August 29, 2008, by and between COLLINS TIMBER COMPANY LLC, an Oregon limited liability company, ("*Borrower*") and AMERICAN AGCREDIT, FLCA, an Agricultural Credit Association chartered pursuant to the Farm Credit Act of 1971, as amended, ("*AgCredit*") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, ("*Prudential*") and together with AgCredit, "*Lenders*", and each "*Lender*" in order to modify the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated September 7, 2002, from Borrower as Trustor in favor of Lenders as Beneficiaries, recorded September 10, 2002, in Lake County, Oregon in Book 130 at Page 443, Lake County Mortgage Records, and in Klamath County, Oregon in Volume M02, Page 51350, Klamath County Mortgage Records, as amended by the Modification of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 30, 2007, and recorded in such Counties (together, the "*Deed of Trust*"). The Deed of Trust encumbers the Land in Lake County and Klamath County, Oregon, legally described in the Deed of Trust. Capitalized terms used but not defined herein are defined in the Deed of Trust.

Recitals

Pursuant to a Second Loan Modification Agreement ("*2nd Loan Modification*") dated the same as this Modification among Borrower, Lender and COLLINS PINE COMPANY, an Oregon corporation ("*Collins Pine*"), Lenders have agreed that Prudential will make a new loan (the "*Loan C*") to Borrower in the principal amount of \$13,000,000.00. Loan C is evidenced by Borrower's Promissory Note ("*Note C*") dated the same as this Modification payable Prudential in the principal amount of \$13,000,000.00.

2008/08/29

Borrower and Lenders are entering into this Modification in order to amend the Deed of Trust to additionally secure Note C.

Agreement

Borrower and Lenders hereby agree to modify the Deed of Trust as follows:

1. All references in the Deed of Trust to "Notes" are amended to include Note C. The aggregate principal amount of the Indebtedness evidenced by the Notes has been increased from \$12,500,000.00 to \$25,500,000.00
2. All references in the Deed of Trust to the "Loan Administration Agreement" are amended to include the 2nd Loan Modification.
3. The terms and conditions of the 2nd Loan Modification are incorporated in the Deed of Trust by this reference and all references in the Deed of Trust to the "Loan Documents" are amended to include the "Loan C Documents" as defined in the 2nd Loan Modification.

The terms and conditions of the Deed of Trust, as amended by this Modification, are hereby affirmed and ratified. This Modification is not intended and shall not be construed to impair the validity, priority or enforceability of the Deed of Trust.

This Modification may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Modification may be detached from any counterpart of this Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Modification identical in form hereto but having attached to it one or more additional signature pages.

This Modification is being executed in duplicate originals for simultaneous recording in both Lake County and Klamath County. The duplicates together constitute a single instrument.

[The rest of this page is left blank intentionally. Signatures are on the following three pages.]

IN WITNESS WHEREOF, Borrower has signed this Modification as of the date first written above.

"Borrower"

COLLINS TIMBER COMPANY LLC, an Oregon
limited liability company

By:

Marilyn R. Hendrick
Marilyn Hendrick, Chief Financial Officer

Borrower Acknowledgment

STATE OF OREGON

)

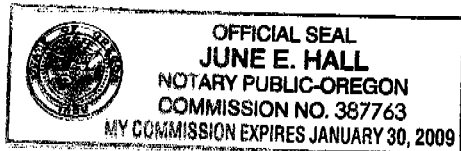
) SS

COUNTY OF MULTNOMAH

)

The foregoing instrument is acknowledged before me this August 27, 2008, by Marilyn Hendrick the Chief Financial Officer of COLLINS TIMBER COMPANY LLC, an Oregon limited liability company, on its behalf.

Before me:




June E. Hall
Notary Public in and for the State of Oregon,
residing at Gresham, OR
Name (printed or typed): June E. Hall
My Commission Expires: 1/30/09

IN WITNESS WHEREOF, Lender Prudential has signed this Modification as of the date first written above.

"Lender"

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation

By:


Paul E. Marsh, Vice President, Prudential
Agricultural Investments

Prudential Acknowledgment

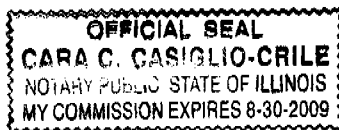
STATE OF ILLINOIS

County of DuPage

SS.

I Cara C. Casiglio-Crile (name and official capacity of official), do hereby certify that on the 27th day of August, 2008, **Paul E. Marsh** personally appeared before me and being first duly sworn by me acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.
(Insert official capacity of official)



Name (typed or printed):

Cara C. Casiglio-Crile

NOTARY PUBLIC in and for the State of Illinois

Residing at 5350 Newport Dr. USB D 60532

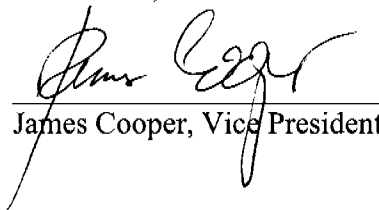
My appointment expires: 8-30-09

IN WITNESS WHEREOF, Lender AgCredit has signed this Modification as of the date first written above.

"Lender"

AMERICAN AGCREDIT, FLCA, an Agricultural
Credit Association chartered pursuant to the Farm
Credit Act of 1971, as amended

By:


James Cooper, Vice President

AgCredit Acknowledgment

STATE OF CALIFORNIA)

) ss.


COUNTY OF Monterey)

On August 27, 2008, before me, Karen L. Carstens, a Notary Public,
personally appeared **James Cooper**, who proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person 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.

(notary stamp or seal)

WITNESS my hand and official seal.


Notary Public

