

NTC 81972-KR

RECORDATION REQUESTED BY:

PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
P. O. Box 5016  
Klamath Falls, OR 97601

2008-016658

Klamath County, Oregon



00057739200800166580020024

12/19/2008 03:34:48 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:

PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Baley-Trotman Farms  
PO Box 417  
Malin, OR 97632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 16, 2008, is made and executed between Baley-Trotman Farms, an Oregon General Partnership ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 10, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded on June 27, 2008, in the amount of \$900,000.00, as Document No. 2008-0009448 in the Official Records of the Klamath County Clerk, State of Oregon; and modified by a Modification of Deed of Trust dated October 1, 2008 in the amount of \$900,000.00.

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 Tax Lot (Lot 13) 4111-01400-00601-000, Malin, OR 97633 and 1459 Depot Road, Malin, OR 97632. The Real Property tax identification number is 4111-01400-00601-000; 4112-01600-02300-000; 4112-016CD-00400-000.

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

It is hereby agreed to extend the maturity date from December 15, 2008 to December 15, 2018.

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.

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 16, 2008.

GRANTOR:

BALEY-TROTMAN FARMS

By: Lon E. Baley  
Lon E. Baley, General Partner of Baley-Trotman Farms

By: Mark R. Trotman  
Mark R. Trotman, General Partner of Baley-Trotman Farms

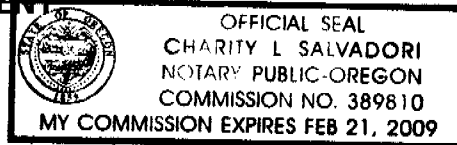
LENDER:

PREMIERWEST BANK

[Signature]  
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS )



On this 19th day of December, 20 08, before me, the undersigned Notary Public, personally appeared Lon E. Baley, General Partner of Baley-Trotman Farms, and known to me to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

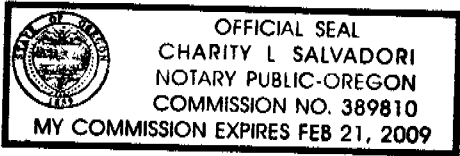
By: Charity L. Salvadori  
Notary Public in and for the State of Oregon

Residing at PremierWest Bank, Klamath Falls, OR  
My commission expires 2-21-09

26AmT

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS

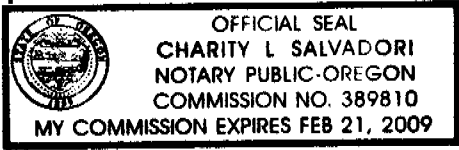


On this 19<sup>th</sup> day of December, 2008, before me, the undersigned Notary Public, personally appeared Mark R. Trotman, General Partner of Baley-Trotman Farms, and known to me to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Charity L. Salvadori Residing at Premier West Bank, Klamath Falls  
Notary Public in and for the State of Oregon My commission expires 2-21-09 OR

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Klamath ) SS



On this 19<sup>th</sup> day of December, 2008, before me, the undersigned Notary Public, personally appeared Jim Mieloszyn and known to me to be the Commercial Loan Officer authorized agent for PremierWest Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PremierWest Bank, duly authorized by PremierWest 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 PremierWest Bank.

By Charity L. Salvadori Residing at Klamath Falls, OR (PremierWest Bank)  
Notary Public in and for the State of Oregon My commission expires 2-21-09