

NTE 1396 - 9996

RECORDATION REQUESTED BY:

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

2010-004160

Klamath County, Oregon



00082290201000041600020020

WHEN RECORDED MAIL TO:

PremierWest Bank
Attn: Loan Secretary
1455 E. McAndrews Road
Medford, OR 97504

04/06/2010 03:02:36 PM

Fee: \$42.00

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 March 25, 2010, 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 January 8, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the original principal amount of \$5,353,194.00, recorded on January 21, 2009 as Document No. 2009-000725, in the Official Records of Klamath County, Oregon and modified by Modification of Deed of Trust dated January 26, 2010.

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 24225 Stateline Road, Malin, OR 97632 and 1459 Depot Road, Malin, OR 97632. The Real Property tax identification number is 4111-01400-00601-000; 4112-016CD-00400-000; 4112-01600-02300-000.

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

It is hereby agreed to extend the maturity date from February 28, 2010 to April 5, 2010 and to remove the Non Revolving Line of Credit feature.

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 MARCH 25, 2010.

GRANTOR:

BALEY-TROTMAN FARMS

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

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

LENDER:

PREMIERWEST BANK

AMERITITLE has recorded this Instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

x [Signature]
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

)
) SS
)



On this 29 day of mar., 20 10, 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 [Signature]
Notary Public in and for the State of Oregon

Residing at Klamath falls.
My commission expires Oct. 10, 2011

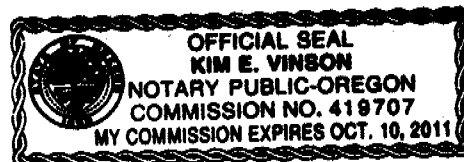
42. AMF

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Oreaga)
COUNTY OF Klamath) SS



On this 29 day of Mar., 20 10, 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 Kim E. Vinson Residing at Klamath Falls
Notary Public in and for the State of Oreaga My commission expires Oct. 10, 2011

LENDER ACKNOWLEDGMENT

STATE OF Oreaga)
COUNTY OF Klamath) SS



On this 29 day of Mar., 20 10, before me, the undersigned Notary Public, personally appeared Simone S. Gyle and known to me to be the 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 Kim E. Vinson Residing at Klamath Falls
Notary Public in and for the State of Oreaga My commission expires Oct. 10, 2011