

WTC 82674

2011-08720

Klamath County, Oregon



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07/28/2011 11:35:12 AM

Fee: \$62.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Thomas L. Palotas
Pepple Johnson Cantu & Schmidt, P.L.L.C.
1501 Western Avenue, Suite 600
Seattle, Washington 98101

[SPACE ABOVE THE LINE IS FOR RECORDER'S USE

Loan No. 717610377 (formerly No. 717610001)
& Loan Nos. 717609389 & 717609874

MODIFICATION OF TRUST DEED

THIS MODIFICATION OF TRUST DEED (this "*DOT Modification*") dated July 1, 2011, is made by MICHAEL V. LaGRANDE and KRISTINE A. LaGRANDE, husband and wife ("*Borrower*") as trustors and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("*Lender*") as beneficiary and modifies the Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated July 2, 2008, executed by Michael & Kristine in favor of Lender and recorded in Klamath County, Oregon, on July 10, 2008, under no. 2008-009967, and re-recorded on July 23, 2008, under no. 2008-010504 (the "*Original Trust Deed*", and together with this DOT Modification, this "*Trust Deed*"). This Trust Deed encumbers the Land legally described on the attached Exhibit A and other property (together, the "*Property*").

THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Maturity Date.** The maturity date of the Note secured by the Original Trust Deed that is also referred to in the Original Trust Deed as the "Yainax Ranch Note" has been extended to July 1, 2021, pursuant to the Loan Modification Agreement among Borrower, Guarantor (as defined the Loan Modification Agreement) and Lender and dated the same as this DOT Modification.
2. **Amended & Restated Note.** The interest rate and payment terms of the Yainax Ranch Note have been amended pursuant to the Amended and Restated Promissory Note dated the same as this DOT Modification (the "*A&R 2008 Yainax Ranch Note*", Loan No. 717610377) and executed by Michael & Kristine as makers in favor of Lender pursuant to the Loan Modification Agreement
3. **Definitions.** All references to "Loan Documents" in the Original Trust Deed shall be deemed to include this DOT Modification, the Loan Modification Agreement, and the

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A&R 2008 Yainax Ranch Note. All references to "Trust Deed" in the Loan Documents shall be deemed to include this DOT Modification. Effective as of July 1, 2011, all references to "Yainax Ranch Note" in this Trust Deed shall be deemed to refer to the A&R 2008 Yainax Ranch Note

4. **General Terms.**

- (a) **Ratification.** Except as modified herein, the terms and conditions of the Original Trust Deed remain in full force and effect and are hereby affirmed and ratified. The parties do not intend this DOT Modification to be, and this DOT Modification and the transactions contemplated hereby shall not be construed to be, a novation of any of the obligations owing by Borrower under the Loan Documents. This DOT Modification is not intended to and shall not be construed to impair the validity, priority or enforceability of this Trust Deed or the other Loan Documents.
- (b) **Successors and Assigns.** This Agreement is binding upon each party hereto and such party's successors and assigns and shall inure to the benefit of each party hereto and such party's successors and permitted assigns.
- (c) **Waiver of Trial by Jury.** BORROWER AND LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THE LOAN, THE NOTE, THIS TRUST DEED, OR THE OTHER LOAN DOCUMENTS.
- (d) **Execution in Counterpart.** This DOT 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, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this DOT Modification may be detached from any counterpart of this DOT Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this DOT Modification identical in form hereto but having attached to it one or more additional signature pages.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.

DATED the year and day first above written.

"Borrower"


MICHAEL V. LaGRANDE


KRISTINE A. LaGRANDE

STATE OF CALIFORNIA)
) ss.
COUNTY OF Colusa)

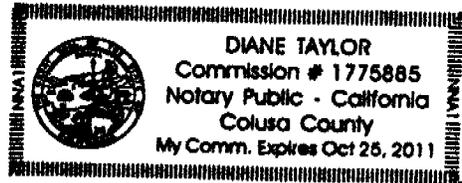
On July 26, 2011, before me, Diane Taylor, a Notary Public, personally appeared MICHAEL V. LaGRANDE and KRISTINE A. LaGRANDE, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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



"Lender"

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation

By: William K. Beyer
name: William K. Beyer
title: VP, Agricultural Investments

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

On July 27, 2011, before me, Nicole Pedro, a Notary Public, personally appeared William K. Beyer, 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/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ 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.

Nicole Pedro
Notary Public



**EXHIBIT A
TO
MODIFICATION OF DEED OF TRUST**

Legal Description:

The Property subject to the Trust Deed is located in Klamath County, Oregon, and is legally described as follows:

Township 36 South, Range 11 East, W.M., Klamath County, Oregon:

Section 20: The East half

Section 21: All

Section 31: Government Lots 5 and 6, the NW quarter of the SE quarter,
and the NE quarter of the SW quarter

Township 37 South, Range 11 East, W.M., Klamath County, Oregon:

Section 5: The West half of the SW quarter

Section 6: Government Lot 2, the South half of the NE quarter, the SE quarter

Section 7: The NE quarter

Section 8: the West half of the NW quarter