

1st

2012-013136

Klamath County, Oregon

71338529

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.



00127728201200131360060069

11/27/2012 10:43:33 AM

Fee: \$62.00

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

AFTER RECORDING RETURN TO:

DRI
8130 SW Beaverton-Hillsdale Highway
Portland, OR 97225

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Amendment to Line of Credit Trust Deed

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Daniel George Chin and Deloris Diane Chin, Trustees of the Chin Family Living Trust Dated
April 22, 1996.

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Farm Credit Leasing Services Corporation

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) - Amount in dollars or other

\$ _____ ☐ Other

5) SEND TAX STATEMENTS TO:

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

**7) The amount of the monetary
obligation imposed by the order
or warrant. ORS 205.125(1)(c)**

\$ _____

**8) If this instrument is being Re-Recorded, complete the following statement, in
accordance with ORS 205.244: "RERECORDED TO CORRECT**

PREVIOUSLY RECORDED IN
BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

F.
62.00

This instrument was prepared by
Farm Credit Leasing Services Corporation
600 Highway 169 South, Suite 300
Minneapolis, MN 55426
Phone: 800-444-2929

71338529
AXR

AMENDMENT TO LINE OF CREDIT TRUST DEED

This Amendment to Line of Credit Trust Deed (the "Amendment") dated November 7, 2012 is made by **DANIEL GEORGE CHIN and DELORIS DIANE CHIN, TRUSTEES OF THE CHIN FAMILY LIVING TRUST DATED APRIL 22, 1996**, (the "Grantor"), to **FIRST AMERICAN TITLE INSURANCE COMPANY**, a corporation (the "Trustee") in favor of **FARM CREDIT LEASING SERVICES CORPORATION**, a federally chartered instrumentality of the United States (the "Beneficiary").

WHEREAS, Grantor executed and delivered to Beneficiary a Line of Credit Trust Deed ("Deed of Trust") dated as of **July 20, 2012** and recorded on **August 17, 2012** as **Document Number 2012-009104**, in the office of the Register of Deeds of **Klamath County, State of Oregon**;

WHEREAS, Grantor and Beneficiary wish to increase the maximum debt limit and revise Exhibit B as set forth in the Deed of Trust;

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The new maximum debt limit is \$1,505,645.12.
2. The Deed of Trust is hereby amended to amend and restate Exhibit B in its entirety as attached hereto.
3. This Amendment shall not be construed as a novation of the obligations secured by the Deed of Trust.

4. All terms and conditions of the Deed of Trust shall remain in full force and effect except as amended by this Amendment, and in all other respects are fully confirmed and ratified, and the Deed of Trust shall continue as a lien upon all the real property described in Exhibit A.

IN WITNESS WHEREOF, the Grantor and Beneficiary have executed this Amendment as of the day and year first above written.

**DANIEL GEORGE CHIN and DELORIS
DIANE CHIN, TRUSTEES OF THE CHIN
FAMILY LIVING TRUST DATED APRIL 22,
1996, Grantor**

By: *Daniel George Chin*

Printed Name: Daniel George Chin

Title: Trustee

By: *Deloris Diane Chin*

Printed Name: Deloris Diane Chin

Title: Trustee

STATE OF OREGON)

COUNTY OF KLAMATH)

This instrument was acknowledged before me on November 14, 2012 (date) by Daniel George Chin and Deloris Diane Chin as Trustees of the Chin Family Living Trust, Dated April 22, 1996.

(SEAL)

Mitchell K. Stokes

Signature of Notarial Officer

Printed Name: Mitchell K. Stokes

My commission expires: 3.19.15



FARM CREDIT LEASING SERVICES
CORPORATION

By: Tanya Simmer
Printed Name: Tanya Simmer
Title: Leasing Services Specialist III

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

This instrument was acknowledged before me on November 16, 2012 by
Tanya Simmer, a Leasing Services Specialist III of Farm Credit
Leasing Services Corporation, on behalf of said entity.

Witness my hand and official seal.

Kathleen M. Fragle
Notary Public, State of Minnesota

My Commission expires: 1-31-15

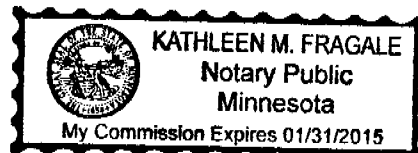


EXHIBIT A – REAL PROPERTY

1. Legal descriptions of real property in which the Grantor has a fee estate:

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

The S 1/2 of the N 1/2 and the NE 1/4 of the NE 1/4 in Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, Except those portions of the NE 1/4 NE ¼ lying North and East of The Dalles-California Highway, lying within Chin Road, lying within the right of way of The Dalles-California Highway, and lying within the Southern Pacific Railroad right of way.

APN: R99624 and R-4010-02900-00300-000

With the facility located on the property as follows:

NW – corner
42 degrees 03.896 minutes N
121 degrees 39.631 minutes W

SW – corner
42 degrees 03.868 minutes N
121 degrees 39.593 minutes W

SE – corner
42 degrees 03.883 minutes N
121 degrees 39.571 minutes W

NE – corner
42 degrees 03.912 minutes N
121 degrees 39.610 minutes W

2. Legal descriptions of real property in which the Grantor has a leasehold estate:

None.

EXHIBIT B -- LEASE DOCUMENTS

"Lease Documents" means that Facility Lease Agreement entered into or to be entered into by and among Chin Family Limited Partnership, a Limited Partnership, Wong Potatoes, Inc., Chin Family Living Trust, dated April 22, 1996, Daniel George Chin, and Deloris Diane Chin, as Lessee(s) thereunder, and the Beneficiary, as Lessor thereunder, for Contract No. 001-0032785-000, together with all present and future documents related thereto, including without limitation, all Addenda and Amendments thereto, as well as that Interim Funding Agreement among such parties dated as of July 20, 2012.