

2013-012037

Klamath County, Oregon



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10/25/2013 08:27:26 AM

Fee: \$82.00

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Thomas L. Palotas
Pepple Cantu Schmidt PLLC
1000 Second Avenue, Suite 2950
Seattle, Washington 98104

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**This instrument is executed in duplicate for simultaneous recording
in Lake County and in Klamath County**

**FOURTH MODIFICATION OF
LINE OF CREDIT DEED OF TRUST
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

LINE OF CREDIT TRUST DEED

This Deed of Trust constitutes a line of credit instrument under ORS 86.155. The maximum principal amount to be advanced is \$51,220,000 and the maturity date is on or before September 1, 2027.

This FOURTH MODIFICATION OF DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this ***"DOT 4th Modification"***) dated October 17, 2013, for reference purposes is entered into by and among: COLLINS TIMBER COMPANY LLC, an Oregon limited liability company (***"Trustor"*** or ***"Borrower"***) having an address at 1618 S.W. First Avenue, Suite 500, Portland, Oregon 97201; and AMERICAN AGCREDIT, FLCA, an Agricultural Credit Association chartered pursuant to the Farm Credit Act of 1971, as amended, (***"AgCredit"***) having an address at 5560 South Broadway, Eureka, California 95503; and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (***"Prudential"***) having an address at 2998 Douglas Blvd, Suite 225, Roseville, California 95661. Prudential and AgCredit are together referred to as ***"Lenders"*** and each ***"Lender"***.

RECITALS

- A. **Deed of Trust Modification.** This DOT 4th Modification amends 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, (the ***"Original Deed of Trust"***) as amended by the Modification of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 30, 2007, recorded in Lake and Klamath Counties, the Second Modification of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 29, 2008, recorded in Lake and Klamath Counties, and the Third Modification of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated June 4, 2012, (the ***"DOT 3rd Modification"***) recorded in Lake and Klamath Counties. The Original Deed of Trust together with the three prior amendments and this DOT 4th Modification, as partially reconveyed to date, are together referred to as this ***"Deed of Trust"***.
- B. **Land.** This Deed of Trust encumbers the Land in Lake County and Klamath County, Oregon, legally described in the Original Deed of Trust, as partially reconveyed to date.
- A. **Modification Agreement.** Pursuant to the Loan Modification Agreement (the ***"Loan Modification"***) dated the same as this DOT 4th Modification and entered into among Borrower, Lenders and COLLINS PINE COMPANY, an Oregon corporation, (***"Pine Company"***) the parties have agreed to amend the terms of the Loan and the Notes secured by this Deed of Trust.

AGREEMENT

THEREFORE, Borrower and Lenders hereby agree to modify the Original Deed of Trust, as amended to date, as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this DOT 4th Modification have the meanings defined in the Original Deed of Trust, as amended to date. In addition to the Recitals in this DOT 4th Modification, and for all references in this Deed of Trust, the following terms have the following meanings or the definitions of the following terms have their meanings modified for all references in this Deed of Trust:

"Loan Administration Agreement" means the Amended & Restated Loan Administration Agreement dated June 4, 2012, and entered into among Borrower, Pine Company, and Lenders, as amended by the Modification Agreement.

"Loan Documents" is defined in the Loan Administration Agreement; provided that for the purposes of this Deed of Trust, "Loan Documents" does not include and Hazardous Substance Agreement (as defined in the Loan Administration Agreement) and the obligations of Borrower and Collins Pine under each Hazardous Substance Agreement (as defined in the Loan Administration Agreement) continue to be "Unsecured Obligations" as defined in the Original Deed of Trust.

"Notes" means the "Pine Notes" and the "Timber Notes" (as defined in the Loan Administration Agreement) as follows:

- "Pine Note D"** (Loan No. 717608950), Amended & Restated Promissory Note dated June 4, 2012, in the original principal amount of \$20,000,000 payable to Prudential;
- "Pine Note E"** (Loan No. 717610504), Promissory Note dated June 4, 2012, in the original principal amount of \$6,000,000 payable to Prudential;
- "Pine Note F"** (Loan No. 717610505), Promissory Note dated June 4, 2012, in the original principal amount of \$7,740,000, payable to Prudential;
- "Pine Note G"** (Loan No. 426839102) Promissory Note dated June 4, 2012, in the original principal amount of \$5,260,000 payable to AgCredit;
- "Timber Note D"** (Loan No. 428711301) Promissory Note dated June 4, 2012, in the original principal amount of \$6,000,000 payable to AgCredit; and
- "Timber Note E"** (Loan No. 717610763) Promissory Note dated the same as this DOT 4th Modification, in the original principal amount of \$11,440,000 payable to Prudential.

2. **Timber Note E; No Change in Amount of Indebtedness.** This DOT 4th Modification is entered into for the purpose of acknowledging that, pursuant to the Modification Agreement, the outstanding principal balance of Timber Note C (as defined in the DOT 3rd Modification) has been paid in full with the proceeds of Timber Note E. No new Loan funds are being disbursed and the aggregate outstanding principal balance of the Indebtedness remains unchanged.
3. **Aggregate Indebtedness.** The current, aggregate, maximum principal amount of the Indebtedness evidenced by the Notes and secured by this Deed of Trust is FORTY-SEVEN MILLION FOUR HUNDRED FORTY THOUSAND and no/100 DOLLARS (\$47,440,000.00).
4. **Ratification.** The terms and conditions of the Original Deed of Trust, as previously amended and as amended by this DOT 4th Modification, are hereby affirmed and ratified. This DOT 4th Modification is not intended and shall not be construed to impair the validity, priority or enforceability of the Original Deed of Trust.
5. **Execution in Counterpart.** This DOT 4th 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 DOT 4th Modification may be detached from any counterpart of this DOT 4th Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this DOT 4th Modification identical in form hereto but having attached to it one or more additional signature pages.
6. **Execution in Duplicate.** This DOT 4th Modification is being executed in duplicate originals for simultaneous recording in both Lake County and Klamath County. The duplicates together constitute a single instrument.

IN WITNESS WHEREOF, Borrower has signed this DOT 4th Modification as of the date first written above.

“Borrower”

**COLLINS TIMBER COMPANY LLC, an Oregon
limited liability company**

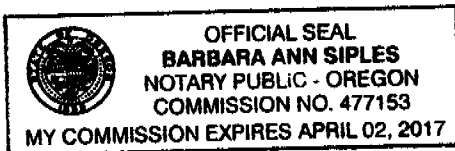
By: Marilyn R Hendrick
Marilyn Hendrick, Chief Financial Officer

Borrower Acknowledgment

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

The foregoing instrument is acknowledged before me this 15th day of September 2013, by Marilyn Hendrick, the Chief Financial Officer of COLLINS TIMBER COMPANY LLC, an Oregon limited liability company, on its behalf.

Before me:



Barbara Ann Siples
Notary Public in and for the State of Oregon,
residing at Portland, OR
Name (printed or typed): Barbara Ann Siples
My Commission Expires: April 2, 2012

IN WITNESS WHEREOF, the undersigned Lender has signed this DOT 4th Modification as of the date first written above.

"Lender"

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation

By: *Rachelle Schlesinger*
Name: Rachelle Schlesinger
Title: Vice President, Agricultural Investments

Prudential Acknowledgment

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

On October 18, 2013, before me, Nicole Pedro, a
Notary Public, personally appeared Rachelle Schlesinger, 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



IN WITNESS WHEREOF, the undersigned Lender has signed this DOT 4th 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

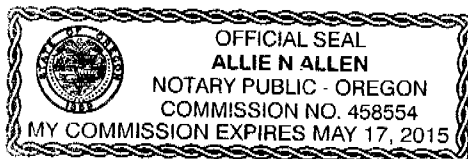
By: *James T. Thede*
Name: *James T. Thede*
Title: *Vice President*

AgCredit Acknowledgment

STATE OF OREGON)
) SS
COUNTY OF *Clackamas*)

The foregoing instrument is acknowledged before me this *October 17th*, 2013, by *James T. Thede*, the *Vice President* of AMERICAN AGCREDIT, FLCA, an Agricultural Credit Association chartered pursuant to the Farm Credit Act of 1971, as amended, on its behalf.

Before me:



Allie N. Allen
Notary Public in and for the State of Oregon,
residing at *Lake Oswego, Oregon*
Name (printed or typed): *Allie N. Allen*
My Commission Expires: *5/17/2015*