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Klamath County, Oregon  
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RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

[SPACE ABOVE THE LINE IS FOR RECORDER'S USE]

Loan Nos. 717610377, 717610459, 717610461 & 717610757

**MODIFICATION OF DEED OF TRUST**

(2005 Ranch Loan, Klamath County, Oregon)

This MODIFICATION OF DEED OF TRUST (this ***"DOT Modification"***) dated November 13, 2013, is made by MICHAEL V. LaGRANDE and KRISTINE A. LaGRANDE, husband and wife, Co-Trustees of The LaGrande Family Trust dated December 28, 2011, as grantors, (***"Borrower"***) having a street address at 2005 Husted Road, Williams, California 95987 and a mailing address at P.O. Box 1030, Williams, California 95987, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, as beneficiary, (***"Lender"***) having offices at 2998 Douglas Blvd, Suite 260 Roseville, California 95661.

This DOT Modification modifies the Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated February 17, 2005, executed by Borrower individually in favor of Lender and recorded March 4, 2005, in Volume M05 at page 14624, Microfilm Records of Klamath County, Oregon, (the ***"Original Deed of Trust"***, which, as amended to date and together with this DOT Modification, is referred to as this ***"Deed of Trust"***).

The Original Deed of Trust, as previously amended, is modified as follows:

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

***"2013 Loan Modification"*** means the Loan Modification Agreement dated the same as this DOT Modification and entered into between MICHAEL V. LaGRANDE and KRISTINE A. LaGRANDE, individually and as Co-Trustees of The LaGrande Family Trust dated December 28, 2011, and KENNETH M. LaGRANDE and JULIE LaGRANDE, individually and as Co-Trustees of The LaGrande Family Trust dated

57.00

August 29, 2011, and Lender with regard to Loan Nos. 717610377, 717610459, 71761046 & 717610757.

***“Loan Documents”*** means the “Loan Documents” as defined in the Original Deed of Trust, each of the Notes, the 2013 Loan Modification, and all other “Loan Documents” as defined in the 2013 Loan Modification, which other Loan Documents include the Other Deeds of Trust, but excluding each Hazardous Materials Agreement executed in favor of Lender in connection with any property encumbered by this Deed of Trust or the Other Deeds of Trust.

***“Note” or “Notes”*** is a collective reference to the following Promissory Notes, with a current, aggregate principal balance of \$11,560,000, as further described in the 2013 Loan Modification:

- (a) the Amended & Restated Promissory Note dated July 1, 2011, (sometimes referred to as the “2008/2011 Ranch Note” in the other Loan Documents, Loan No. 717610377);
- (b) the Promissory Note dated March 29, 2012, (sometimes referred to as the “2012 Ranch Note 1” in the other Loan Documents, Loan No. 717610377);
- (c) the Promissory Note dated March 29, 2012, (sometimes referred to as the “2012 Ranch Note 2” in the other Loan Documents, Loan No. 717610461); and
- (d) the Promissory Note dated the same as this DOT Modification, (sometimes referred to as the “2013 Note” in the other Loan Documents, Loan No. 717610757).

## 2. **General Terms.**

- (a) Borrower warrants and represents to Lender that it has full right, power and authority to enter into this DOT Modification and to perform all its obligations hereunder, and that all information and materials submitted to Lender in connection with the request for this modification contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.
- (b) Each person who executes this DOT Modification in the capacity of trustee of a trust as to which such person holds any power of revocation shall have personal liability under this Deed of Trust to the same extent as if such person had executed this Deed of Trust in an individual capacity, and recourse may be had against all assets of such person, whether held in an individual capacity or in trust, to satisfy such personal liability. The provisions of California Probate Code Section 18000 or any successor statute shall not in any way limit such personal liability or recourse.
- (c) This document and the Loan Documents referred to in this DOT Modification constitute the entire agreement between the parties with respect to the modification of the Loan and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.

- (d) Except as modified herein, the terms and conditions of the Loan Documents and the Hazardous Substance Agreement remain in full force and effect and are hereby affirmed and ratified. This Agreement is not intended to and shall not be construed to impair the validity, priority or enforceability of the Deed of Trust or any of the other Loan Documents.
- (e) This DOT Modification may be executed in any number of counterparts, each of which shall be effective 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.

*The rest of this page is left blank intentionally.*

DATED the year and day first above written.

**"Borrower"**



MICHAEL V. LaGRANDE, Co-Trustee of The  
LaGrande Family Trust dated December 28, 2011



KRISTINE A. LaGRANDE, Co-Trustee of The  
LaGrande Family Trust dated December 28, 2011

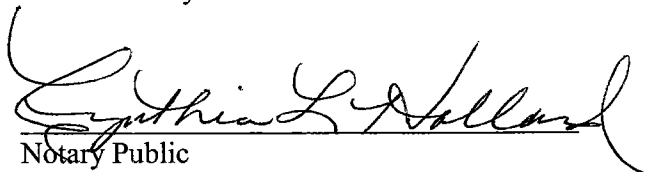
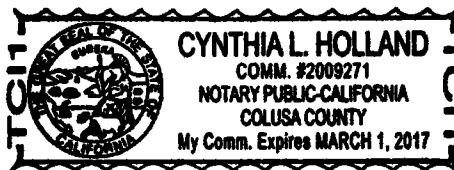
STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF Colusa                    )

On November 14, 2013, before me, Cynthia L Holland, a  
Notary Public, personally appeared MICHAEL V. LaGRANDE and KRISTINE A.  
LaGRANDE, husband and wife, 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 capacities, 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: Vice President, Agricultural Investments

STATE OF CALIFORNIA )  
COUNTY OF Placer ) ss.

On November 15<sup>th</sup>, 2013, before me, Justin Meek, 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~~ signatures 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.

Justin Meek  
Notary Public

