

AMERITITLE 84518

2014-001068
Klamath County, Oregon
02/06/2014 11:06:05 AM
Fee: \$77.00

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, and does NOT affect the instrument.

After recording return to:
Northwest FCS – Klamath Falls
300 Klamath Avenue, Suite 200
Klamath Falls, OR 97601-6308

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1. Title(s) of the transaction(s)

Modification of Deed of Trust and Fixture Filing

2. Direct Party / Grantor(s)

Exempt Trust for the Benefit of Joanne Larsen created by the John L. Hertle Revocable Trust, under Trust Agreement dated November 25, 1996, 3113 North Ave., Modesto, CA 95358
Larsen, Joanne H., 3113 North Ave., Modesto, CA 95358

3. Indirect Party / Grantee(s)

Northwest Farm Credit Services, FLCA

4. True and actual consideration:

\$ 300,000.00

5. Previously recorded document reference: 2009-003084

6. If this instrument is being re-recorded complete the following statement:

Rerecorded at the request of _____
to correct _____
previously recorded in book _____ and page _____, or as fee number _____.

Modification of Deed of Trust and Fixture Filing
(Joanne H. Larsen/Note No. 6079176)

709 amt

MODIFICATION OF DEED OF TRUST AND FIXTURE FILING

This Modification of Deed of Trust and Fixture Filing (this "Modification"), dated as of January 30, 2014, is made by and between **Joanne H. Larsen, Trustee of the Exempt Trust for the Benefit of Joanne Larsen created by the John L. Hertle Revocable Trust, under Trust Agreement dated November 25, 1996; Joanne H. Larsen, a married person dealing in his/her separate property, (collectively "Grantor"),** whose address is 3113 North Ave Modesto, CA 95358, and **Northwest Farm Credit Services, FLCA, a corporation organized and existing under the laws of the United States ("Beneficiary"),** whose address is 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, a Deed of Trust and Fixture Filing, dated February 26, 2009 was executed in favor of Beneficiary, which was recorded on March 2, 2009, as Instrument No(s). 2009 003084 in the Official Records of Klamath County, Oregon (as modified, amended or restated, the "Deed of Trust"), covering the land described on the attached Exhibit A;

WHEREAS, the obligations secured by the Deed of Trust are hereby described as follows:

Note No.	Date of Note	Principal Amount	Final Installment Date
6079176	February 26, 2009	\$300,000.00	April 1, 2033

WHEREAS, paragraph number 24 of the above Deed of Trust misstated the State of Residence of the Grantor.

WHEREAS, the parties have agreed to add the real property in Klamath County, Oregon described on Exhibit B hereto and incorporated herein by this reference (the "Additional Collateral") to the property encumbered by the Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Grantor and Beneficiary now agree to modify the Deed of Trust as follows.

**ARTICLE 1
AMENDMENTS**

1.1 Recitals, References and Definitions.

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. The state of residence at paragraph number 24 of the above Deed of Trust misstated the State of Residence of the Grantor and is hereby amended and restated as follows:

That Grantors warrant that Grantors' state of residence is the State of California and Grantors' exact legal name is as set forth in the first paragraph of the Deed of Trust.

- c. All references in the Deed of Trust to the "Collateral" shall be deemed to include the Additional Collateral.
- d. All references in the Deed of Trust to the "Rents" shall include the rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral.

Modification of Deed of Trust and Fixture Filing
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e. All references in the Deed of Trust to the “Deed of Trust” are deemed to refer to the Deed of Trust as amended and supplemented by this Modification.

f. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Deed of Trust.

ARTICLE 2 Supplemental Grant of Security

2.1 Grant of Security. Grantor, in consideration of the indebtedness secured by the Deed of Trust, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Trustee, IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION for the benefit and security of Beneficiary, all Grantor’s existing and future rights, titles, interests, estates, powers and privileges in or to the real property described on Exhibit B attached to this Modification and incorporated herein.

2.2 Grant of Security Interest. As security for the payment, performance and observance of the indebtedness secured by the Deed of Trust, Grantor, as debtor, hereby grants to Beneficiary, as secured party, a security interest in all of Grantor’s existing and future right, title and interest in and to the Collateral related to the Additional Collateral.

2.3 Fixture Filing. This Modification is intended to serve as a fixture filing covering fixtures located on the Additional Collateral pursuant to the terms of the applicable Uniform Commercial Code.

2.4 Assignment of Rents, Issues and Profits. Grantor absolutely, unconditionally and irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Beneficiary all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral (collectively the “Additional Rents”), and gives to Beneficiary the right, power and authority to collect such Additional Rents.

2.5 Supplemental Nature of Grants. The grants and assignments provided by this Article 2 are in addition to and supplemental of and not in substitution for the grants provided by the Deed of Trust, and nothing herein contained shall affect or impair the lien or priority of the Deed of Trust as to the indebtedness secured thereby prior to giving effect to this Modification.

ARTICLE 3 MISCELLANEOUS

3.1 Acceptance By Trustee. Trustee accepts this trust when this Modification, duly executed and acknowledged, is made a public record as provided by law.

3.2 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

3.3 Severability. Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

3.4 Successors and Assigns. This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

Modification of Deed of Trust and Fixture Filing
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3.5 Counterparts. This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

3.6 WAIVER OF JURY TRIAL. GRANTOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

GRANTOR:

Exempt Trust for the Benefit of Joanne Larsen created by the John L. Hertle Revocable Trust, under Trust Agreement dated November 25, 1996

By: Joanne H. Larsen
Joanne H. Larsen, Trustee

Joanne H. Larsen
Joanne H. Larsen

BENEFICIARY:

Northwest Farm Credit Services, FSCA

By: [Signature]
Authorized Agent

STATE OF Oregon)
County of Klamath)ss.

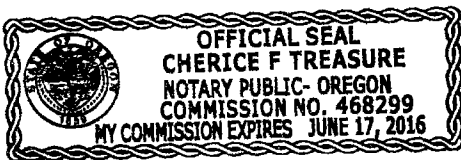
On this 31 day of January, 2014, before me personally appeared Joanne H. Larsen, known to me to be the individual who executed the foregoing instrument as Trustee of the Exempt Trust for the Benefit of Joanne Larsen created by the John L. Hertle Revocable Trust, under Trust Agreement dated November 25, 1996 for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute this instrument.



Cherice J. Treasure
Printed name Cherice F. Treasure
Notary Public for the State of Oregon
Residing at Klamath County
My commission expires 6/17/2016

STATE OF Oregon)
County of Klamath)ss.

On this 31 day of January, 2014, before me personally appeared Joanne H. Larsen, known to me to be the Individual who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Cherice J. Treasure
Printed name Cherice F. Treasure
Notary Public for the State of Oregon
Residing at Klamath County
My commission expires 6/17/2016

STATE OF Oregon)
County of Klamath)ss.

On this 31 day of January, 2014, before me personally appeared Mitchell K. Stokes, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to executed said instrument.



Cherice J. Treasure
Notary Public for the State of Oregon
Residing at Klamath County
My commission expires 6/17/2016
Printed Name Cherice F. Treasure

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(Joanne H. Larsen/Note No. 6079176)

EXHIBIT A
PROPERTY DESCRIPTION

The SW1/4NE1/4 and the SE1/4NW1/4 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

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EXHIBIT B
ADDITIONAL COLLATERAL DESCRIPTION

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, township 41 South, Range 12 East, Willamette Meridian, Klamath County, Oregon.
Excepting therefrom any portion lying within the USBR D-16 Lateral and the No. 10 Drain.