

Return Address:

Northwest FCS-Klamath Falls
PO Box 148
Klamath Falls, OR 97601

MODIFICATION OF DEED OF TRUST AND FIXTURE FILING

This Modification of Deed of Trust and Fixture Filing (this "Modification"), dated as of January 16, 2015, is made by and between **Marilee K. Ager and Marshall M. Ager**, a married couple (collectively "Grantor"), whose address is 7050 Round Lake Road, Klamath Falls, OR 97601, 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 December 8, 2014 was executed in favor of Beneficiary, which was recorded on December 23, 2014, as Instrument No(s). 2014-013227 in the Official Records of Klamath County, Oregon (as modified, amended or restated, the "Deed of Trust"),

WHEREAS, the legal description of the Property in the Deed of Trust and Fixture Filing is incorrect and the parties desire to correct said legal description as described on Exhibit A attached hereto and made a part hereof;

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 legal description in the Deed of Trust and Fixture Filing is hereby replaced with the legal description on Exhibit A attached hereto.
- c. 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.
- d. 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
MISCELLANEOUS**

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

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

2.3 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.

2.4 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.


2.5 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.

2.6 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.

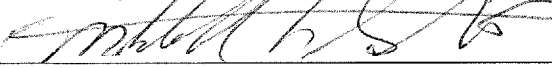
GRANTOR:


Marilee K. Ager


Marshall M. Ager

BENEFICIARY:

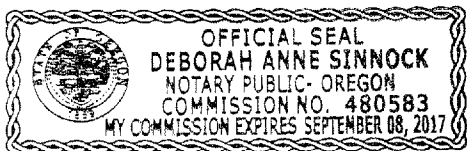
NORTHWEST FARM CREDIT SERVICES, FLCA

By 
Authorized Agent

Modification of Deed of Trust and Fixture Filing
(Marshall M. Ager/Note No. 6220113)

STATE OF OR)
County of Klamath)ss.

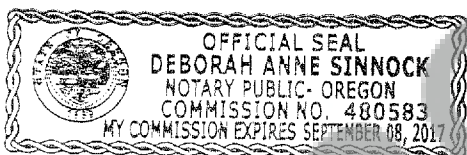
On this 16th day of JAN., 2015, before me personally appeared Marilee K. Ager, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Debbie Sinnock
Printed name Debbie Sinnock
Notary Public for the State of OR
Residing at Klamath Co.
My commission expires 9-8-17

STATE OF OR)
County of Klamath)ss.

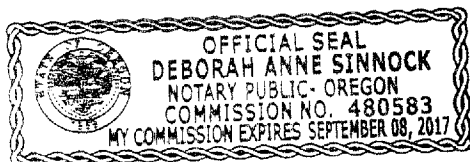
On this 16th day of JAN., 2015, before me personally appeared Marshall M. Ager, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Debbie Sinnock
Printed name Debbie Sinnock
Notary Public for the State of OR
Residing at Klamath Co.
My commission expires 9-8-17

STATE OF OR)
County of Klamath)ss.

On this 21st day of JAN., 2015, 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.



Debbie Sinnock
Printed name Debbie Sinnock
Notary Public for the State of OR
Residing at Klamath Co.
My commission expires 9-8-17

EXHIBIT A
PROPERTY DESCRIPTION

Parcel 1:

The following described property situate in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 21: The SW1/4 of the SW1/4; the SE1/4 of the SW1/4; the W1/2 of the SE1/4 and the SE1/4 of the SE1/4

Section 28: The N1/2 of the NE1/4; the NE1/4 of the NW1/4 and the NW1/4 of the NW1/4

Parcel 2:

A tract of land situated in the NW1/4 of Section 27, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the Section line 941.85 feet South of the corner common to Sections 21, 22, 27 and 28, Township 39 South, Range 8 East of the Willamette Meridian; thence South along said Section line 284.57 feet to the point of intersection with the Klamath River Wagon Road (County Road); thence North 38° 36' East, 458.00 feet along said right of way; thence South 75° 36' West 295.00 feet to the place of beginning.

Also including that portion added by property line adjustment 20-05

Commencing at a point on the section line common to Sections 27 and 28 of Township 39 South, Range 8 East of the Willamette Meridian, from which point the corner common to Sections 21, 22, 27 and 28 bears North 00° 08' 44" East a distance of 1226.42 feet, said point also marking the most southwesterly corner of that tract of land described in Volume 216, at Page 9 of Klamath County Deed Records; thence North 38° 36' 00" East along the easterly line of said Volume 216, at Page 9 of Klamath County Deed records a distance of 458.00 feet; thence South 50° 56' 02" East a distance of 40.79 feet to a point on the centerline of the Klamath River Wagon Road as now constructed; thence along said centerline, South 39° 03' 58" West a distance of 495.35 feet to the point of curvature of a tangent curve to the right having a radius of 110.00 feet; thence continuing along said centerline and curve through a delta angle of 4° 15' 12" and an arc distance of 8.17 feet (the long chord of which bears South 41° 11' 34" West a distance of 8.16 feet) to a point on said section line common to Sections 27 and 28; thence leaving said centerline and along said section line North 00° 08' 44" East a distance of 58.51 feet to the point of beginning.

Parcel 3:

A portion of the NE1/4 of the SE1/4 of Section 21, Township 39 South, Range 8 East, Willamette Meridian, more particularly described as follows:

Beginning at the Section corner common to Sections 21, 22, 27 and 28, Township 39 South, Range 8 East of the Willamette Meridian; thence North along the Section line a distance of 1320 feet, more or less, to the Southeast corner of the NE1/4 of the SE1/4 of Section 21; thence West along the South boundary of the NE1/4 of the SE1/4 of said Section 21 a distance of 60.7 feet to the true point of beginning which lies on the center line of the County Road (Round Lake Road); as now constructed; thence along the centerline of said County Road North 48° 56' West 73.7 feet; North 73° 22' West 335.5 feet; North 34° 01' West 658.6 feet and North 26° 21' West 702.7 feet to the North boundary of the said NE1/4 of the SE1/4 of Section 21; thence along said boundary West 202.0 feet; South 1320.0 feet and East 1259.3 feet, more or less to the true point of beginning.

Account No.

3908-02100-00900-000
3908-02100-01000-000
3908-02100-01200-000
3908-02100-01300-000
3908-02100-01400-000
3908-02700-01400-000
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