

2015-001283

Klamath County, Oregon

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1st Courtesy

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Loan Nos. 717610377, 717610461, 717610757 & 717610952

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

MODIFICATION OF DEED OF TRUST

(2008 Ranch, Klamath County, Oregon)

This MODIFICATION OF DEED OF TRUST (this "**2008 DOT Modification**") dated January 6, 2015, is made by MICHAEL V. LaGRANDE and KRISTINE A. LaGRANDE, husband and wife, as Co-Trustees of The LaGrande Family Trust dated December 28, 2011, as grantors, ("**Grantor**") 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 225 Roseville, California 95661.

This 2008 DOT Modification modifies the Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated July 2, 2008, executed by Grantor individually in favor of Lender and recorded in Klamath County, Oregon, on July 10, 2008, under no. 2008-009967, and re-recorded on July 23, 2008, under no. 2008-010504 (the "**Original Trust Deed**", which, as previously amended is referred to as the "**Prior Trust Deed**", and as amended by this 2008 DOT Modification, is referred to as this "**Trust Deed**").

The Prior Trust Deed is modified as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Agreement have the meanings defined in the Prior Trust Deed. In addition to the definitions in the Recitals of this 2008 DOT Modification, the following terms have the following meanings or their meanings modified for all references in this Trust Deed:

"**2015 Loan Modification**" means the Loan Modification Agreement (2015) dated the same as this 2008 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, ("**Michael & Kristine**") and KENNETH M. LaGRANDE and JULIE LaGRANDE, individually and as Co-Trustees of

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The LaGrande Family Trust dated August 29, 2011, ("**Kenneth & Julie**") and Lender with regard to Loan Nos. 717610377, 717610461, 717610757 & 717610952.

"Loan Documents" is defined in the 2015 Loan Modification and includes each of the Notes, the 2013 Loan Modification, this Trust Deed, the Other Deeds of Trust, but excluding each Hazardous Materials Agreement executed in favor of Lender in connection with any property encumbered by this Trust Deed or the Other Deeds of Trust.

"Note" or "Notes": As defined in the 2015 Loan Modification.

"Other Deeds of Trust": A collective reference to the following deeds of trust:

- (a) Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated February 17, 2005, executed by Michael & Kristine individually as grantors in favor of Lender and recorded March 4, 2005, in Volume M05 at page 14624, Microfilm Records of Klamath County, Oregon, and the Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated February 17, 2005, executed by Michael & Kristine individually as trustors in favor of Lender and recorded March 4, 2005, under Recorder's Serial No. 2005-0001375, records of Colusa County, California, both as amended to date ("**2005 Ranch Deed of Trust**").
- (b) Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated August 31, 2007, executed by Michael & Kristine individually and by Kenneth & Julie individually as trustors in favor of Lender and recorded August 31, 2007, under Recorder's Serial No. 2007-4716, records of Colusa County, California, as amended to date ("**2007 Farm Deed of Trust**").
- (c) Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated March 29, 2012, executed by Michael & Kristine as trustors in favor of Lender and recorded in Tehama County, California, on April 5, 2012, under no. 2012003653, and recorded on April 5, 2012, under Glenn County no. 2012-1428, as amended to date ("**2012 Ranch Deed of Trust**").
- (d) Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated the same as this 2008 DOT Modification, executed by Michael & Kristine as trustees in favor of Lender and being recorded in Colusa County and in Glenn County, California, simultaneously with this 2008 DOT Modification ("**2015 Deed of Trust**")

2. General Terms.

- (a) Grantor warrants and represents to Lender that it has full right, power and authority to enter into this 2008 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 2008 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 Trust Deed to the same extent as if such person had executed this Trust Deed 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 2008 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 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 Original Trust Deed or any of the other Loan Documents.
- (e) This 2008 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 2008 DOT Modification may be detached from any counterpart of this 2008 DOT Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this 2008 DOT Modification identical in form hereto but having attached to it one or more additional signature pages.

DATED the year and day first above written.

"Grantor"


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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Colusa) ss.

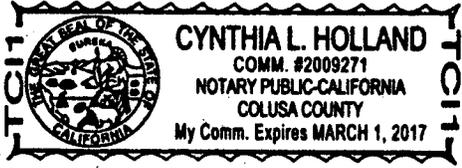
On January 8, 2015, before me, Cynthia L. Holland, a Notary Public, personally appeared MICHAEL V. LaGRANDE and KRISTINE A. LaGRANDE, husband and wife, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Placer) ss.

On January 6, 2015, before me, Brittany Bertrand, 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.

Brittany Bertrand
Notary Public

