

MITCO-7848

Return Address:

Northwest FCS-Klamath Falls
300 Klamath Avenue, Suite 200
Klamath Falls, OR 97601-6308

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2015-007512
Klamath County, Oregon
07/09/2015 04:05:38 PM
Fee: \$52.00

MODIFICATION OF LINE OF CREDIT DEED OF TRUST

NOTICE: THE DEED OF TRUST MODIFIED HEREBY IS A LINE OF CREDIT TRUST DEED. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE SECURED OBLIGATIONS (AS DEFINED IN THE DEED OF TRUST) SECURED HEREBY IS \$487,592.00. IN ADDITION, THE DEED OF TRUST MODIFIED HEREBY SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THE DEED OF TRUST AS MODIFIED HEREBY, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR A MATURITY DATE OF FEBRUARY 1, 2020 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Line of Credit Deed of Trust (this "Modification"), dated as of July 8, 2015, is made by and between **Jonathan R. Unruh**, a married person dealing in his separate property ("Grantor"), whose address is 30180 Pickett Rd., Malin, OR 97632, and **Northwest Farm Credit Services, PCA**, 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 Line of Credit Deed of Trust, dated May 20, 2013 was executed in favor of Beneficiary, which was recorded on May 20, 2013, as Instrument No(s). 2013-005666 in the Official Records of Klamath County, Oregon (as modified, amended or restated, the "Deed of Trust"), covering the land described as follows:

Parcel 2 of Land Partition 20-11, situated in the SW1/4 of Section 33 and the SE1/4 of Section 32, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon and recorded April 4, 2012 in Volume 2012-003518, Microfilm Records of Klamath County, Oregon.

| | | |
|----------------------|---------|----------|
| Account No. | Key No. | Code No. |
| 4012-03300-00800-000 | 628253 | 016; |

WHEREAS, Beneficiary has agreed to make an additional loan(s) to be evidenced by that certain Note, dated on or around even date herewith, payable to the order of Beneficiary, in the face principal amount of One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00) (the "New Note") and the parties wish to acknowledge that the obligations evidenced by the New Note are among the obligations secured by the Deed of Trust.

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

| | | | |
|-----------------|---------------------|-------------------------|-------------------------------|
| Note No. | Date of Note | Principal Amount | Final Installment Date |
| 6223500 | July 8, 2015 | \$185,000.00 | February 1, 2020 |
| Note No. | Date of Note | Principal Amount | Final Installment Date |
| 6077190 | May 8, 2014 | \$302,592.00 | September 1, 2015 |

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In addition, this Deed of Trust is intended to secure future loans and advances made by Beneficiary, no matter how evidenced. The continuing validity and priority of this Deed of Trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist.

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. All secured indebtedness described in the Deed of Trust shall be deemed also to include the New Note.
- 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

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DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

2.7 **Excessive Erosion.** If the indebtedness secured hereby is subject to a guarantee from Farm Service Agency, that Grantors shall be in default under this Deed of Trust, the above Note(s) and Loan Documents should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

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.

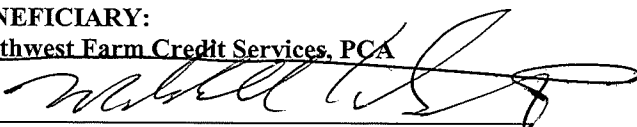
IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

GRANTOR:


Jonathan R. Unruh

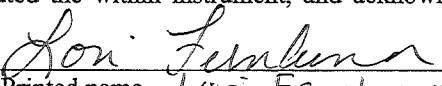
BENEFICIARY:

Northwest Farm Credit Services, PCA

By 
Authorized Agent

On this 9th day of July, 2015, before me personally appeared Jonathan R. Unruh, 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.

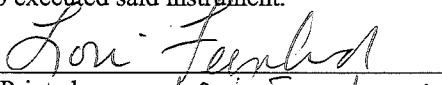



Printed name Lori Fernlund
Notary Public for the State of Oregon
Residing at Klamath County
My commission expires May 16, 2016

STATE OF Oregon)
)ss.
County of Klamath)

On this 9th day of July, 2015, before me personally appeared Mitch Stokes, known to me to be an authorized agent of Northwest Farm Credit Services, PCA, 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 execute said instrument.




Printed name Lori Fernlund
Notary Public for the State of Oregon
Residing at Klamath County
My commission expires May 16, 2016

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