



2017-005228  
Klamath County, Oregon  
05/12/2017 10:44:00 AM  
Fee: \$72.00

Return Address:  
Northwest FCS-Klamath Falls  
300 Klamath Ave, Ste 200  
Klamath Falls, OR 97601-6308

### MODIFICATION OF DEED OF TRUST AND FIXTURE FILING

This Modification of Deed of Trust and Fixture Filing (this "Modification"), dated as of May 10, 2017, is made by and between **R&C Ag, L.L.C.**, a Limited Liability Company, which acquired title as **R&C Ag, L.L. C.**, a Limited Liability Company and **Robert L. Unruh Farms, Inc.**, a Corporation ("Grantor"), whose address is 29303 De Merritt Rd, Malin, OR 97632, and **Northwest Farm Credit, PCA**, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

**WHEREAS**, a Deed of Trust and Fixture Filing, dated May 27, 2016 was executed in favor of Beneficiary, which was recorded on June 1, 2016, as Instrument No(s). 2016-005699 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**, Beneficiary has agreed to renew an existing note(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 Nine Hundred One Thousand Seventy-Eight and No/100 Dollars (\$901,078.00) (the "Renewed Note") and the parties wish to acknowledge that the obligations evidenced by the Renewed Note are secured by the Deed of Trust.

**WHEREAS**, Beneficiary has made an additional loan(s) evidenced by that certain Note, dated September 11, 2015, payable to the order of Beneficiary, in the face principal amount of Thirty Thousand Three Hundred and No/100 Dollars (\$30,300.00) (the "Existing Note") and the parties wish to acknowledge that the obligations evidenced by the Existing 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:

**3.1 Secured Obligations.** This Deed of Trust, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):

a. The full and punctual payment of the indebtedness evidenced by that certain note(s) described below, in favor of Beneficiary (the "Note(s)") with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Note(s) and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Note(s), as well as any prepayment fees provided for in the Note(s) or as it may be amended to provide for such prepayment fees;

<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6072451	May 10, 2017	\$901,078.00	January 1, 2018
<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6224573	September 11, 2015	\$30,300.00	April 1, 2018

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b. Payment and performance of the obligations under the Note(s) and Loan Documents (including future advances) and under any and all other present and future agreements executed in relation to the Note(s);

c. Payment of such additional sums with interest thereon as may be due to Trustee or Beneficiary under any provisions of this Deed of Trust;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Beneficiary, and which are contained in a document which recites that it is secured by this Deed of Trust;

e. Payment of all amounts advanced by (or on behalf of) Beneficiary or Trustee to improve, protect or preserve the Collateral or the security of this Deed of Trust, with interest on such amounts as provided in this Deed of Trust;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing; and

g. Payment of charges as allowed by law, when such charges are made for any Beneficiary statement or other statement regarding the Secured Obligations.

**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 Renewed and Existing 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.

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**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.

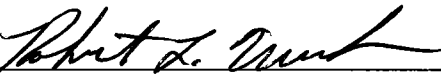
**2.6 WAIVER OF JURY TRIAL.** GRANTOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS 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.**

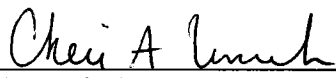
IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

**GRANTOR:**

R&C Ag, L.L.C., a Limited Liability Company

By:   
Robert L. Unruh, Operating Manager

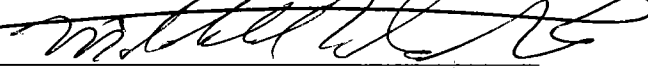
Robert L. Unruh Farms, Inc., a Corporation

By:   
Cheri A. Unruh, Secretary

By:   
Robert L. Unruh, President

**BENEFICIARY:**

Northwest Farm Credit Services, PGA

By:   
Authorized Agent

STATE OF Oregon )  
 )ss.  
County of Klamath )

On this 11<sup>th</sup> day of May, 2017, before me personally appeared Robert L. Unruh, known to me to be the Operating Manager of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the managers of R&C Ag, L.L.C. and in the limited liability company name freely and voluntarily.



Sarah Kellom  
Printed name Sarah Kellom  
Notary Public for the State of Oregon  
Residing at Klamath Falls  
My commission expires July 19, 2020

STATE OF Oregon )  
 )ss.  
County of Klamath )

On this 11<sup>th</sup> day of May, 2017, before me personally appeared Cheri A. Unruh, known to me to be the Secretary of the Corporation that executed the within instrument, and acknowledged to me that such corporation, Robert L. Unruh Farms, Inc., executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.



Sarah Kellom  
Printed name Sarah Kellom  
Notary Public for the State of Oregon  
Residing at Klamath Falls  
My commission expires July 19, 2020

STATE OF Oregon )  
 )ss.  
County of Klamath )

On this 11<sup>th</sup> day of May, 2017, before me personally appeared Robert L. Unruh, known to me to be the President of the Corporation that executed the within instrument, and acknowledged to me that such corporation, Robert L. Unruh Farms, Inc., executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.



Sarah Kellom  
Printed name Sarah Kellom  
Notary Public for the State of Oregon  
Residing at Klamath Falls  
My commission expires July 19, 2020

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STATE OF Oregon )  
 )ss.  
County of Klamath )

On this 11<sup>th</sup> day of May, 2017, 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 executed said instrument.



Sarah Kellom  
Printed name Sarah Kellom  
Notary Public for the State of Oregon  
Residing at Klamath Falls  
My commission expires July 19, 2020

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**PARCEL 1:**

Section 28: - SW1/4NW1/4, N1/2SW1/4, SW1/4SW1/4

Section 33: - The W1/2NW1/4 EXCEPTING THERFROM the following: Beginning at the Southeast corner of the W1/2NW1/4; thence North 215 feet; thence West 200 feet; thence South 215 feet to the South line of said property; thence East 200 feet to the point of beginning.

All being in Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 2:**

Lots three (3) and four (4) in Section eight (8), Township Forth one (41) South, Range Twelve (12) East of the Willamette Meridian, Klamath County, Oregon, LESS AND EXCEPTING the East 21 feet of Lot 3, heretofore deed for roadway purposes.

Code No.	Account No.	Map No.
016	R628226	R-4012-03300-00500-000
015	R601138	R-4012-00000-06800-000
016	R627735	R-4012-00000-06800-000
016	R109073	R-4112-00800-01500-000