



2017-005531
Klamath County, Oregon
05/19/2017 11:39:00 AM
Fee: \$52.00

RECORDATION REQUESTED BY:
First Community Credit Union
200 N. Adams
Coquille, OR 97423

WHEN RECORDED MAIL TO:
First Community Credit Union
200 N. Adams
Coquille, OR 97423

SEND TAX NOTICES TO:
H & H Cattle Feeders, Inc.
Po Box 60
Merrill, OR 97633

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 2, 2016, is made and executed between H & H Cattle Feeders, Inc., an Oregon corporation ("Grantor") and First Community Credit Union, whose address is 200 N. Adams, Coquille, OR 97423 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 10, 2017 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded date of December 5, 2016 recorded in Klamath County, Oregon recording number 2016-012938.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 20917 & 20931 Adams Point Road, Merrill, OR 97633. The Real Property tax identification number is R105362, M68036.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

To Increase Operating Line of Credit Loan Limit.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 2, 2016.

GRANTOR:

H & H CATTLE FEEDERS, INC.

By: 
Andrew J. Hickey, President of H & H Cattle Feeders, Inc.

LENDER:

FIRST COMMUNITY CREDIT UNION

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1845830-159

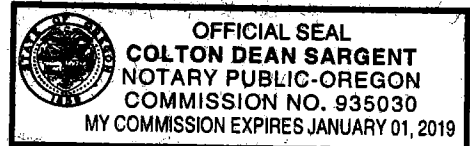
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CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this 12th day of May, 20 17, before me, the undersigned Notary Public, personally appeared Andrew J. Hickey, President of H & H Cattle Feeders, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Colton Dean Sargent

Residing at Klamath County

Notary Public in and for the State of Oregon

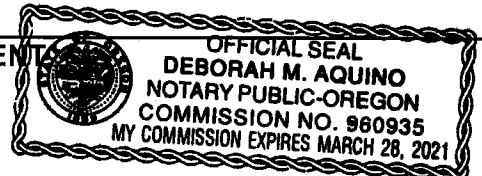
My commission expires January 01, 2019

LENDER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

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On this 15th day of May, 20 17, before me, the undersigned Notary Public, personally appeared Colton Sargent and known to me to be the Manager, authorized agent for First Community Credit Union that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Community Credit Union, duly authorized by First Community Credit Union through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of First Community Credit Union.

By Deborah M. Aquino

Residing at Klamath County

Notary Public in and for the State of OREGON

My commission expires March 28, 2021

Order No.: 142107AM
Policy No.: 73307-45864418

EXHIBIT "A"

All that certain real property situate, lying and being in the County of Klamath, State of Oregon, described as follows:

Government Lots 3 and 4 together with the following described parcel lying and all being in Section 2, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon: Beginning at a point in the section line marking the Southwesterly corner of Government Lot 4; thence South along said section line 500 feet, more or less, to a point, which point is the Northwesterly corner of property conveyed to Lloyd Nicholson by Partition Deed recorded June 20, 1962, in Volume 338, page 307, Deed Records of Klamath County, Oregon; thence South 89° 14' East 1,057.7 feet; thence South 2° 09' East 356.6 feet; thence North 89 degrees 27' West 114.0 feet; thence South 0 degrees 36' West 210.8 feet; thence South 88° 44' East 243.5 feet; thence South 3° 45' East 30.6 feet; thence South 89° 01' East 384.6 feet; thence South 15° 45' East 134.1 feet; thence South 4° 05 1/2' East 296.0 feet; thence South 8° 55 1/2' West 239.1 feet; thence South 89° 32' East 61.9 feet; thence South 3° 15' East 37.1 feet; thence North 88° 23' East 95.8 feet, more or less, to a point on the centerline of a field drain, as the same is now located and constructed; thence South 1° 18' East along the centerline of said field drain 590 feet, more or less, to its intersection with the line marking the Northerly boundary of the right of way of "D" Canal of the U.S. Bureau of Reclamation Klamath Project as the same is now located and constructed; thence Easterly along said right of way line 890 feet, more or less, to the centerline of said section; thence North along said centerline of said section to its intersection with the South line of Government Lot 3; thence Westerly along the South line of Government Lots 3 and 4 to the point of beginning.

SAVING AND EXCEPTING from the above described property a parcel of land situated in the SW1/4 NW1/4 of Section 2, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the Easterly right of way fence of the existing county road along the West line of said Section 2 from which point the East quarter corner of Section 10, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, bears North 89° 07' 50" West 27.0 feet and South 0° 02' 50" West 6,148.5 feet distant; thence North 0° 02' 50" East along said Easterly right of way fence 439.88 feet to a 5/8 inch iron pin; thence South 89° 57' 10" East 194.20 feet to a 5/8 inch iron pin reference monument; thence South 89° 57' 10" East 3.60 feet to a point; thence South 2° 15' 20" West 442.96 feet to a 5/8 inch iron pin; thence North 89° 07' 50" West 180.8 feet to the point of beginning.