



2017-008754
Klamath County, Oregon
08/03/2017 03:50:00 PM
Fee: \$92.00

RECORDATION REQUESTED BY:

Umpqua Bank
Attn: John Sugar
675 Oak Street, 2nd Floor
Eugene, OR 97401

WHEN RECORDED MAIL TO:

Umpqua Bank
Attn: John Sugar
675 Oak Street, 2nd Floor
Eugene, OR 97401

SEND TAX NOTICES TO:

Carleton Farms, Richmond Carleton, James Carleton,
and Gregory Carleton
PO Box 362
Merrill, OR 97633-0362

SECOND MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 26, 2017 is made and executed among the following: as to Parcels 1-7: Carleton Farms, an unregistered partnership consisting of James A. Carleton, Gregory G. Carleton and Richmond J. Carleton; as to Parcel 8: James Carleton and Gregory Carleton, successor trustees of the Alfred C. Carleton and Helen A. Carleton Trust dated July 25, 1985, who acquired title as the Alfred and Helen Carleton Trust, and successor trustees thereof, UTA July 25, 1985; and as to Parcel 9: Gregory Carleton and Cyndee Smith, with rights of survivorship; (collectively the "Grantor"), and Umpqua Bank (the "Lender").

DEED OF TRUST. Lender and Grantor are parties to that certain Deed of Trust dated May 2, 2016 (the "Trust Deed"), which was recorded in the Official Records of Klamath County, Oregon on May 5, 2016, Instrument No. 2016-004564. The Trust Deed was subsequently modified pursuant to the terms of that certain Modification of Deed of Trust dated June 15, 2016, which was recorded in the Official Records of Klamath County, Oregon on July 1, 2016, Instrument No. 2016-006974 ("First Modification of Trust Deed").

REAL PROPERTY DESCRIPTION. The Trust Deed, as previously modified, encumbers certain real property located in Klamath County, Oregon, as more fully described on the attached Exhibit A.

The real property or its address is commonly known as: (a) 6614 Appaloosa Court, Klamath Falls, OR 97603; (b) Bare Land, Merrill, OR 97633; (c) Bare Land, Merrill, OR 97633; (d) 1577 Anderson Road, Merrill, OR 97633. The real property tax identification numbers are: R100544;

R100606; R100599; R872039; R104808; R34581; R106539; R741656; R100376; R896967; R599542; and M67117.

MODIFICATION. Lender and Grantor hereby further modify the Trust Deed, as previously modified by the First Modification of Trust Deed, by modifying the first sentence in the fifth paragraph on the first page of the Deed of Trust to read as follows:

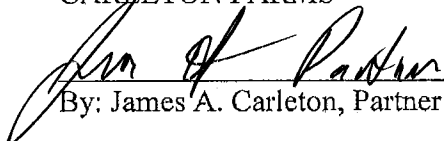
“THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS, (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST, AND (C) THE PAYMENT AND PERFORMANCE OF ANY AND ALL OTHER INDEBTEDNESS AND OBLIGATIONS OF GRANTOR TO LENDER OF ANY NATURE WHATSOEVER, WHETHER DIRECT OR INDIRECT, PRIMARY OR SECONDARY, JOINT OR SEVERAL, LIQUIDATED OR UNLIQUIDATED, WHENEVER AND HOWEVER ARISING, AND WHETHER OR NOT REFLECTED IN A WRITTEN AGREEMENT OR INSTRUMENT.”

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Trust Deed, as modified by the First Modification of Trust Deed, 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 Trust Deed as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory notes or obligations under other agreement secured by the Trust Deed (the “Note”). It is the intention of Lender to retain as liable all parties to the Trust Deed and all parties, makers and endorser to the Note, including accommodation parties and guarantors, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers and guarantors, shall not be released by virtue of this Modification. If any person who signed the original Trust Deed 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 SECOND MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS SECOND MODIFICATION OF DEED OF TRUST IS EFFECTIVELY DATED JUNE 26, 2017.

GRANTOR:

CARLETON FARMS


By: James A. Carleton, Partner

[Signature]

By: Gregory G. Carleton, Partner

[Signature]

By: Richmond J. Carleton, Partner

ALFRED C. CARLETON AND HELEN A. CARLETON TRUST DATED JULY 25, 1985

[Signature] Trustee
By: James Carleton, Successor Trustee

[Signature]
By: Gregory Carleton, Successor Trustee

[Signature]
Gregory Carleton, Individually

[Signature]
Cyndee Smith, Individually

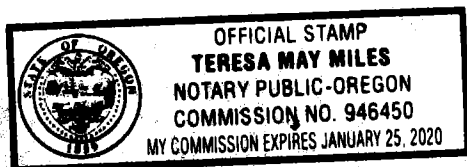
LENDER:

UMPQUA BANK

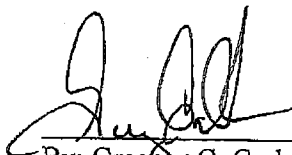
Authorized Officer

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

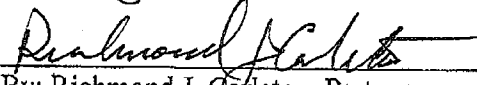
This instrument was acknowledged before me on June 28, 2017 by James A. Carleton, who being duly sworn, stated that he is a partner in the unregistered Oregon general partnership commonly known as Carleton Farms, and acknowledged the foregoing instrument to be the voluntary act and deed of the general partnership, executed by authority of its general partners.



[Signature]
Notary Public for Oregon
My commission expires: 1/25/2020

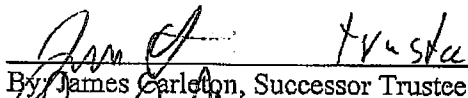



By: Gregory G. Carleton, Partner




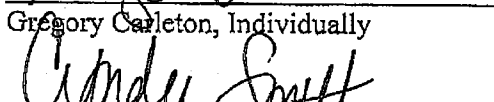
By: Richmond J. Carleton, Partner

ALFRED C. CARLETON AND HELEN A. CARLETON TRUST DATED JULY 25, 1985

 Trustee
By: James Carleton, Successor Trustee


By: Gregory Carleton, Successor Trustee


Gregory Carleton, Individually


Cyndee Smith, Individually

LENDER:

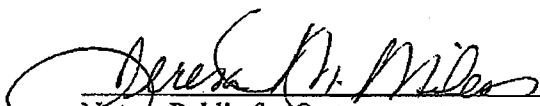
UMPQUA BANK


Authorized Officer

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on June 28, 2017 by James A. Carleton, who being duly sworn, stated that he is a partner in the unregistered Oregon general partnership commonly known as Carleton Farms, and acknowledged the foregoing instrument to be the voluntary act and deed of the general partnership, executed by authority of its general partners.




Notary Public for Oregon

My commission expires: 1/25/2020

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on June 28th 2017 by Gregory G. Carleton, who being duly sworn, stated that he is a partner in the unregistered Oregon general partnership commonly known as Carleton Farms, and acknowledged the foregoing instrument to be the voluntary act and deed of the general partnership, executed by authority of its general partners.



Teresa M. Miles
Notary Public for Oregon
My commission expires: 1/25/2020

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on June 28th 2017 by Richmond J. Carleton, who being duly sworn, stated that he is a partner in the unregistered Oregon general partnership commonly known as Carleton Farms, and acknowledged the foregoing instrument to be the voluntary act and deed of the general partnership, executed by authority of its general partners.



Teresa M. Miles
Notary Public for Oregon
My commission expires: 1/25/2020

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on June 28th 2017 by James A. Carleton, who being duly sworn, stated that he is a partner in the unregistered Oregon general partnership commonly known as Carleton Farms, and acknowledged the foregoing instrument to be the voluntary act and deed of the general partnership, executed by authority of its general partners.



Teresa M. Miles
Notary Public for Oregon
My commission expires: 1/25/2020

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on June 28, 2017 by Gregory Carleton, who being duly sworn, stated that he is a Successor Trustee of the Alfred C. Carleton and Helen A. Carleton Trust dated July 25, 1985, and acknowledged the foregoing instrument to be the voluntary act and deed of the trust, executed by authority set forth in the trust documents or relevant Oregon statutes.



Teresa M. Miles
Notary Public for Oregon
My commission expires: 1/25/2020

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on June 28, 2017 by James Carleton, who being duly sworn, stated that he is a Successor Trustee of the Alfred C. Carleton and Helen A. Carleton Trust dated July 25, 1985, and acknowledged the foregoing instrument to be the voluntary act and deed of the trust, executed by authority set forth in the trust documents or relevant Oregon statutes.



Teresa M. Miles
Notary Public for Oregon
My commission expires: 1/25/2020

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

This instrument was acknowledged before me on June 28, 2017 by Gregory Carleton, who being duly sworn, signed the foregoing instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Teresa M. Miles
Notary Public for Oregon
My commission expires: 1/25/2020

STATE OF OREGON)
) ss.
COUNTY OF Klamath

This instrument was acknowledged before me on June 28, 2017 by Cyndee Smith, who being duly sworn, signed the foregoing instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.



Teresa M. Miles
Notary Public for Oregon
My commission expires: 1/25/2020

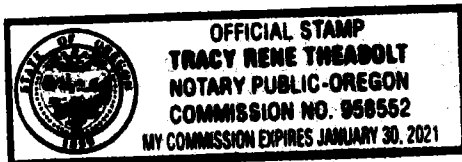
STATE OF OREGON)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by Cyndee Smith, who being duly sworn, signed the foregoing instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
 Multnomah) ss.
COUNTY OF LANE)

This instrument was acknowledged before me on June 27, 2017 by Sam Teyema, who being duly sworn, stated that he/she is the Vice President of Umpqua Bank.



Tracy Rene Treadolt

Notary Public for Oregon
My commission expires: January 30, 2021

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: All that portion of the S1/2 SE1/4 lying North of the Burlington Northern Railroad, and that portion of the SW1/4 NE1/4 lying Southerly of the Klamath Irrigation District Canal, and also the N1/2 SE1/4, EXCEPTING THEREFROM that portion deeded to the United States recorded October 13, 1908 in Volume 25, page 135, Deed Records of Klamath County, Oregon, all in Section 1 in Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2: Parcels 1 and 3 of Land Partition 16-14 situated in the N 1/2 SW 1/4 of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, recorded September 18, 2014 in Book 2014, page 009711, records of Klamath County, Oregon.

PARCEL 3: Commencing at the Southwest corner of Section 31, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and extending thence East along the South section line of said Section 31 a distance of 1320 feet, more or less, to a point in the center line of a certain private drain ditch, which point is the true point of beginning; extending thence North along the line of said drain ditch to its intersection with the center line of the U.S. Bureau of Reclamation "D" Canal, formerly the "Adams Canal"; thence Southeasterly along the center line of said "D" Canal to the North line of the SW1/4 SE1/4 of said Section 31; thence East along the North line of said SW1/4 SE1/4 to the East line of said SW1/4 SE1/4; thence South along the East line of said SW1/4 SE1/4 to the South section line of said Section 31; thence West along said South section line of said Section 31 a distance of 2640 feet, more or less, to the true point of beginning.

Excepting therefrom any portion lying within the boundaries of Anderson Road and Bureau of Reclamation canals, drains or ditches.

Also excepting therefrom the following:

A Parcel of land in Section 31, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Southwest corner of Section 31 and running along the Southerly section line, East 2239.94 feet; thence North 30.00 feet to the Northerly right of way line of Anderson Road and the point of beginning; thence North 304.67 feet; thence East 460.00 feet; thence South 304.67 feet to the Northerly right of way line of Anderson Road; thence along said right of way line, West 460.00 feet to the point of beginning.

Together with that portion of the SE1/4 SE1/4 of Section 31, Township 40 South, Range 11 East of the Willamette Meridian, lying Westerly of the USBR "D" Canal right of way, in the County of Klamath, State of Oregon.

Excepting therefrom any portion lying within the boundary of County Road 984 (Anderson Road).

PARCEL 4: Commencing at the Southwest corner of Section 31, Township 40 South, Range 11 East of the Willamette Meridian, and extending thence North along the West section line of said Section 31 to the East-West center line of said Section 31; thence East along said center line to the Southeast corner of the W1/2 SW1/4 NW1/4 of said Section 31; thence North along the East line of said W1/2 SW1/4 NW1/4 to the center line of the U.S. Bureau of Reclamation "D" Canal, formerly the "Adams" Canal; thence Southeasterly along the center line of said "D" Canal to the center line of a certain private drain ditch located 1320 feet, more or less, East of the West line of said Section 31; thence South along the center line of said drain ditch to the South section line of said Section 31; thence West along said South section line 1320 feet, more or less, to the point of beginning.

PARCEL 5: The NW1/4 of Section 36, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, except the following:

A. That portion of the S1/2 NW1/4 of Section 36, lying and being Southerly and Westerly of the Klamath Irrigation District Drain right of way which crosses said S1/2 NW1/4.

B. That portion of the NW1/4 NW1/4 lying and being North of the United States "D" Canal right of way.

C. That portion of the NW1/4 NW1/4 described as follows:

Beginning at the intersection of the section line between Sections 35 and 36 in said Township and Range and the right of way line of the South side of said canal; thence South along said section line 305.5 feet; thence East 714 feet; thence North parallel to said section line to the said South right of way line of said canal; and thence Westerly along said right of way line of said canal to the point of beginning.

D. Any portion lying within the boundaries of Taylor Road, Anderson Road and Bureau of Reclamation canals, drains or ditches.

PARCEL 6: All of Lots 2 and 7 and that portion of Lots 1 and 8 lying in and corresponding to the SE1/4 NE1/4 of Section 11, Township 41 South, Range 11 East of the Willamette Meridian, said tract also being described as S1/2 NE1/4 of Section 11, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 7: Lot 13 of MERRILL TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. SAVING AND EXCEPTING THEREFROM the following.

Beginning at the Northwest corner of said Lot 13, thence North 89° 46' 46" East, along the North line of said Lot 13, 73.17 feet, thence South 00° 53' 10" East 330.02 feet to a point on the South line of said Lot 13, thence South 89° 46' 46" West 75.60 feet to the Southwest corner of said Lot 13, thence North 00° 27' 48" West 330.00 feet to the point of beginning.

PARCEL 8: E1/2 SW1/4 of Section 36, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. SAVING AND EXCEPTING therefrom the following described parcel:

Beginning at the Southeast corner of said SW1/4, said point of beginning being on the North right of way line of existing county road; thence Northerly along the Westerly right of way line of the existing canal a distance of 600 feet; thence Westerly a distance of 200 feet; thence South and parallel to the Westerly right of way line of said canal a distance of 600 feet to the Northerly right of way line of the county road; thence East along said Northerly right of way line a distance of 200 feet, more or less, to the point of beginning. ALSO SAVING AND EXCEPTING any portion conveyed to the United States of America for ditches, canals, drains or laterals.

PARCEL 9: Lot 16 in Block 2 of TRACT NO. 1099, ROLLING HILLS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.