



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

2017-010898
Klamath County, Oregon
09/26/2017 11:06:59 AM
Fee: \$67.00

MODIFICATION OF DEED OF TRUST AND FIXTURE FILING

This Modification of Deed of Trust and Fixture Filing (this "Modification"), dated as of September 18, 2017, is made by and between **Lower Lake, LLC**, a Limited Liability Company ("Grantor"), whose address is 4000 Lower Klamath Lake Rd, Klamath Falls, OR 97603, and **Northwest Farm Credit Services, FLCA**, 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 October 4, 2016 was executed in favor of Beneficiary, which was recorded on October 14, 2016, as Instrument No. 2016-010984 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, the Deed of Trust secures, among other things, the payment and performance of indebtedness evidenced by the Note dated October 4, 2016, payable to the order of Beneficiary, in the initial face principal amount of Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) (the "Note");

WHEREAS, the parties hereto are amending the Note pursuant to that certain Amendment to Note dated on or around even date herewith (and as it may be extended, renewed, modified, amended or restated from time to time, the "Amendment") and the parties wish to acknowledge that the obligations secured by the Deed of Trust previously evidenced by the Note are now additionally evidenced by the Amendment;

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;

Note No.	Date of Note	Principal Amount	Final Installment Date
6230441	October 4, 2016	\$75,000.00	December 1, 2026

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(Lower Lake, LLC/Note No. 6230441)

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 Amendment.

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 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:

Lower Lake, LLC, a Limited Liability Company

By: Rocky D. Liskey
Rocky D. Liskey, Member

By: Tracey L. Liskey
Tracey L. Liskey, Member

BENEFICIARY:

Northwest Farm Credit Services, FLCA

By: [Signature]
Authorized Agent

STATE OF OR)
County of Klamath)ss.

On this 25th day of September, 2017, before me personally appeared Rocky D. Liskey, known to me to be the Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Lower Lake, LLC and in the limited liability company name freely and voluntarily.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires May 11, 2020

STATE OF OR)
County of Klamath)ss.

On this 22nd day of September, 2017, before me personally appeared Tracey L. Liskey, known to me to be the Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Lower Lake, LLC and in the limited liability company name freely and voluntarily.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires May 11, 2020

STATE OF OR)
County of Klamath)ss.

On this 25th day of September, 2017, before me personally appeared Mitchell K. Stokes, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, 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.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires May 11, 2020

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(Lower Lake, LLC/Note No. 6230441)

EXHIBIT A
PROPERTY DESCRIPTION

A piece of parcel of land situate in the Easterly half of Section 33, Township 40 South, Range 9 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at the Bureau of Land Management brass cap marking the quarter section corner on the Southerly boundary of said Section 33; thence North 0°04' West 5256.6 feet to the quarter section corner on the Northerly boundary of said Section 33; thence North 89°58' East along the Northerly boundary of said Section 33 for a distance of 1595.8 feet to a point in line with the center-line of a drain; thence South 0°01' West along the center-line of said drain as the same is now located and constructed for a distance of 5252.2 feet to a point on the Southerly boundary of said Section 33; thence South 89° 48 1/2' West along the Southerly boundary of said Section 33 for a distance of 1588.4 feet more or less to the point of beginning.

Code No.	Account No.	Map No.
072	R95088	R-4009-00000-05800-000
072	R95104	R-4009-00000-05900-000