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Thomas L. Palotas  
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Loan Nos. 717610377, 717610757, 717610952 &amp; 717611203

**MODIFICATION OF DEED OF TRUST**

(2005 Ranch, Klamath County, Oregon)  
(2017 Loan Modification)

This MODIFICATION OF DEED OF TRUST (this "**2005 OR DOT 2017 Modification**") dated December 14, 2017, is made by MICHAEL V. LaGRANDE, Trustee of The LaGrande Family Trust dated December 28, 2011, as grantor, ("**Grantor**") having a mailing address of P.O. Box 790, Williams, California 95987, and a street address of 4291 LaGrande Road, Williams, California 95987, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, as beneficiary ("**Lender**") having offices at c/o Prudential Asset Resources, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan Nos. 717610377, 717610757, 717610952 & 717611203.

This 2005 OR DOT 2017 Modification modifies the Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated February 17, 2005, and recorded March 4, 2005, in Volume M05 at page 14624, Microfilm Records of Klamath County, Oregon, (the "**Original Trust Deed**", which, as previously amended is referred to as the "**Prior Trust Deed**", and as amended by this 2005 OR DOT 2017 Modification, is referred to as this "**Trust Deed**").

The Prior Trust Deed is modified as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this 2005 OR DOT 2017 Modification have the meanings defined in the Prior Trust Deed. In addition to the definitions in the Recitals of this 2005 OR DOT 2017 Modification, the following terms have the following meanings or their meanings modified for all references in this Trust Deed:

"**2017 Loan Modification**" means the Loan Modification Agreement (2017) dated the same as this 2005 OR DOT 2017 Modification and entered into among Grantor, FORT KLAMATH LAND COMPANY, LLC, a Delaware limited liability company, and Lender.

"**Grantor**" is as defined in the opening paragraph. Kristine A. LaGrande, deceased, had also been a grantor on the Original Deed of Trust.

"**Loan Documents**" is defined in the 2017 Loan Modification and includes each of the Notes, the 2017 Loan Modification, and this 2005 OR DOT 2017 Modification, but excluding each Hazardous Materials Agreement executed in favor of Lender in connection with any Property encumbered by this Trust Deed or any property encumbered by the Other Deeds of Trust.

"**Note**" and "**Notes**" are both defined in the 2017 Loan Modification.

**"Other Deeds of Trust"** is defined in the Prior Trust Deed, and includes all amendments to date.

2. **Borrower's Address.** Borrower's address for all notice purposes under the Loan Documents is as stated in the opening paragraph.
3. **Lender's Address.** Lender's address for all notice purposes under the Loan Documents is as follows:

The Prudential Insurance Company of America  
c/o Prudential Asset Resources  
2100 Ross Avenue, Suite 2500  
Dallas, Texas 75201  
Attention: Agricultural Loan Servicing  
Ref. Loan Nos. 717610377, 717610757, 717610952 & 717611203

With a copy to: The Prudential Insurance Company of America  
c/o Prudential Asset Resources  
2100 Ross Avenue, Suite 2500  
Dallas, Texas 75201  
Attention: Legal Department  
Ref. Loan Nos. 717610377, 717610757, 717610952 & 717611203

4. **General Terms.**

- (a) Grantor warrants and represents to Lender that it has full right, power and authority to enter into this 2005 OR DOT 2017 Modification and to perform all its obligations hereunder, and that all information and materials submitted to Lender in connection with the request for this modification contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.
- (b) Each person who executes this 2005 OR DOT 2017 Modification in the capacity of trustee of a trust as to which such person holds any power of revocation shall have personal liability under this Trust Deed to the same extent as if such person had executed this Trust Deed in an individual capacity, and recourse may be had against all assets of such person, whether held in an individual capacity or in trust, to satisfy such personal liability. The provisions of California Probate Code Section 18000 or any successor statute shall not in any way limit such personal liability or recourse.
- (c) This document and the Loan Documents referred to in this 2005 OR DOT 2017 Modification constitute the entire agreement between the parties with respect to the modification of the Loan and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.
- (d) Except as modified herein, the terms and conditions of the Loan Documents remain in full force and effect and are hereby affirmed and ratified. This Agreement is not intended to and shall not be construed to impair the validity, priority or enforceability of the Trust Deed or any of the other Loan Documents.
- (e) This 2005 OR DOT 2017 Modification may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this 2005 OR DOT 2017 Modification may be detached from any counterpart of this 2005 OR DOT 2017 Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this 2005 OR DOT 2017 Modification identical in form hereto but having attached to it one or more additional signature pages.

DATED as first above written.

"Grantor"



MICHAEL V. LaGRANDE, Trustee of The LaGrande  
Family Trust dated December 28, 2011

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

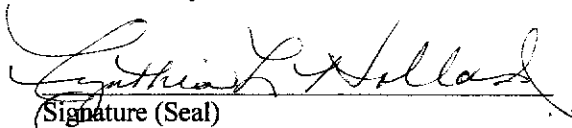
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Colusa )

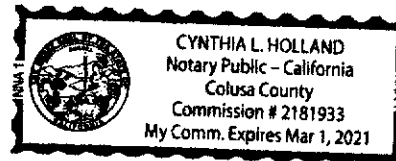
On JANUARY 23, 2018, before me, Cynthia L. Holland,  
(here insert name and title of the officer), personally appeared  
Michael V LaGrande, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

(notary stamp or seal)

WITNESS my hand and official seal.

  
(Signature (Seal))



THE PRUDENTIAL INSURANCE COMPANY OF  
AMERICA, a New Jersey corporation

By: William K. Beyer  
name: William K. Beyer  
title: Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF PLACER )

On DECEMBER 21, 2017, before me, L. WEAKS, NOTARY PUBLIC,  
(here insert name and title of the officer), personally appeared  
WILLIAM K. BEYER, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(notary stamp or seal)

WITNESS my hand and official seal.

Gwala  
Signature (Seal)

