



00220491201800043950040041

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

04/11/2018 09:57:07 AM

Fee: \$62.00

Thomas L. Palotas
Pepple Cantu Schmidt PLLC
1000 Second Avenue, Suite 2950
Seattle, Washington 98104

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Loan Nos. 717610377, 717610757, 717610952 & 717611203

MODIFICATION OF DEED OF TRUST

(2008 Ranch, Klamath County, Oregon)
(2017 Loan Modification)

This MODIFICATION OF DEED OF TRUST (this "**2008 DOT 2017 Modification**") dated December 14, 2017, is made by MICHAEL V. LaGRANDE, as 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 2008 DOT 2017 Modification modifies the Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated July 2, 2008, and recorded in Klamath County, Oregon, on July 10, 2008, under no. 2008-009967, and re-recorded on July 23, 2008, under no. 2008-010504 (the "**Original Trust Deed**", which, as previously amended is referred to as the "**Prior Trust Deed**", and as amended by this 2008 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 Agreement have the meanings defined in the Prior Trust Deed. In addition to the definitions in the Recitals of this 2008 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 2008 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 Trust Deed.

"**Loan Documents**" is defined in the 2017 Loan Modification and includes each of the Notes, the 2017 Loan Modification, and this 2008 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

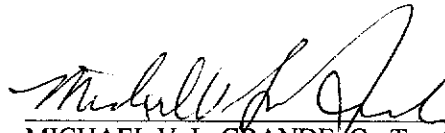
With a copy to: The Prudential Insurance Company of America
c/o Prudential Asset Resources
2100 Ross Avenue, Suite 2500
Dallas, Texas 75201
Attention: Legal Department
Ref. Loan Nos. 717610377, 717610757, 717610952 & 717611203

4. **General Terms.**

- (a) Grantor warrants and represents to Lender that it has full right, power and authority to enter into this 2008 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 2008 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 2008 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 and 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 Original Trust Deed or any of the other Loan Documents.
- (e) This 2008 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 2008 DOT 2017 Modification may be detached from any counterpart of this 2008 DOT 2017 Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this 2008 DOT 2017 Modification identical in form hereto but having attached to it one or more additional signature pages.

DATED the year and day first above written.

"Grantor"



MICHAEL V. LaGRANDE, Co-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.

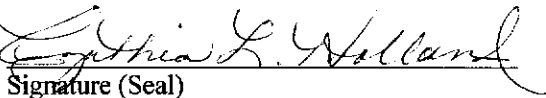
STATE OF CALIFORNIA)
) ss.
COUNTY OF Colusa)

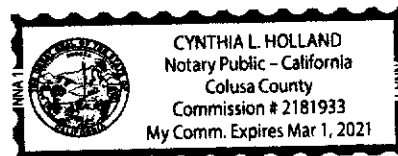
On December 15, 2017, before me, Cynthia L. Holland, Notary Public,
(here insert name and title of the officer), personally appeared
Michael V. LaGrande, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
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

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)
COUNTY OF PLACER) ss.
)

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.

Swaks
Signature (Seal)

