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Loan Nos. 717610377, 717610757, 717610952 & 717611203

**MODIFICATION OF TRUST DEED**

(2016 Trust Deed, Klamath County, Oregon)  
(2018 2<sup>nd</sup> Loan Modification)

This MODIFICATION OF DEED OF TRUST (this "**2016 DOT 2018 Modification**") dated May 23, 2018, is made by FORT KLAMATH LAND COMPANY, LLC, a Delaware limited liability company, as grantor, ("**Grantor**") having a mailing address of P.O. Box 1030, 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 2016 DOT 2018 Modification modifies the Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated May 3, 2016, executed by Grantor in favor of Lender, and recorded on June 8, 2016, under Klamath County, Oregon, No. 2016-006030 (the "**Original Trust Deed**", as amended to date, the "**Prior Trust Deed**", and as amended by this 2016 DOT 2018 Modification, this "**Trust Deed**").

The Prior Trust Deed is modified as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this 2016 DOT 2018 Modification have the meanings defined in the Prior Trust Deed. In addition to the definitions in the Recitals of this 2016 DOT 2018 Modification, the following terms have the following meanings or their meanings modified for all references in this Trust Deed:

"**2018 2<sup>nd</sup> Loan Modification**" means the Loan Modification Agreement (2018 Deed of Trust) dated the same as this 2016 DOT 2018 Modification and entered into among Grantor, Fort Klamath Land Company, LLC, a Delaware limited liability company, MICHAEL V. LaGRANDE, as Trustee of the Michael V. LaGrande Family Trust established under The LaGrande Family Trust dated December 28, 2011, and Lender.

"**Loan Documents**" is defined in the 2018 2<sup>nd</sup> Loan Modification and includes each of the Notes, the 2018 2<sup>nd</sup> Loan Modification, this 2016 DOT 2018 Modification, and the 2018 Deed of Trust, but excluding each Hazardous Materials Agreement executed in favor of Lender in connection with any property encumbered by this Deed of Trust or the Other Deeds of Trust.

"**Other Deeds of Trust**" means:

- (a) The **"2005 Ranch Colusa Deed of Trust"** dated February 17, 2005, recorded March 4, 2005, under Recorder's Serial No. 2005-0001375, records of Colusa County, California, as amended to date.
- (b) The **"2007 Farm Deed of Trust"** dated August 31, 2007, recorded August 31, 2007, under Colusa County, California, No. 2007-4716, as amended to date.
- (c) The **"2008 Ranch Deed of Trust"** dated July 2, 2008, recorded on July 10, 2008, under no. 2008-009967, and re-recorded on July 23, 2008, under Klamath County, Oregon, no. 2008-010504, as amended to date.
- (d) The **"2012 Ranch Deed of Trust"** dated March 29, 2012, recorded on April 5, 2012, under Tehama County, California, no. 2012003653, and under Glenn County, California, no. 2012-1428.
- (e) The **"2015 Deed of Trust"** dated January 6, 2015, recorded on January 30, 2015, under Colusa County, California, no. 2015-0000292 and under Glenn County, California, no. 2015-0576, as amended to date.
- (f) The **"2018 Deed of Trust"** dated the same as this 2016 DOT 2018 Modification, executed by MICHAEL V. LaGRANDE, as Trustee of the Michael V. LaGrande Family Trust established under The LaGrande Family Trust dated December 28, 2011, as trustor, in favor of Lender as beneficiary pursuant to the 2018 2<sup>nd</sup> Loan Modification, and being recorded in Colusa County, California.

## 2. **General Terms.**

- (a) Grantor warrants and represents to Lender that it has full right, power and authority to enter into this 2016 DOT 2018 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 2016 DOT 2018 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 2016 DOT 2018 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 Original Trust Deed or any of the other Loan Documents.
- (e) This 2016 DOT 2018 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 2016 DOT 2018 Modification may be detached from any counterpart of this 2016 DOT 2018 Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this 2016 DOT 2018 Modification identical in form hereto but having attached to it one or more additional signature pages.

DATED as first above written.

**"Grantor"**

FORT KLAMATH LAND COMPANY, LLC, a  
Delaware limited liability company

By: Michael V. LaGrande  
Michael V. LaGrande, its Member

**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 Glenn )

On 5-25-18, before me, Ron Campbell,  
(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]  
Signature (Seal)



