

RECORDATION REQUESTED BY:

Umpqua Bank
CBC North Valley
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Hammerich, Inc.
28989 Casebeer Rd
Bonanza, OR 97623-9734

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 5, 2018, is made and executed between Hammerich, Inc., an Oregon corporation, whose address is 28989 Casebeer Rd, Bonanza, OR 97623-9734 ("Grantor") and Umpqua Bank, whose address is CBC North Valley, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 19, 2011 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on April 19, 2011 as Instrument no. 2011-004978 in the official records of Klamath County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 305 Haskins Rd., 30505 Hwy 70, 28989 Casebeer Rd., Bonanza, OR 97623. The Real Property tax identification number is 3811-00000-04100-000, 3811-00000-05000-000, 3811-00000-05300-000, 3811-00000-05600-000, 3811-00000-05700-000, 3811-00000-05800-000, 3811-00000-05900-000, 3811-00000-06000-000, 3811-00000-06100-000, 3811-00000-06300-000, 3811-00000-01200-000, 3811-00000-01600-000, 3811-00000-01800-000, 3811-00300-00501-000, 3811-00300-00600-000, 3811-00500-00200-000, 3811-00500-00600-000, 3811-00500-00700-000, 3811-00600-00100-000, 3811-00600-00200-000, 3811-00800-00200-000, 3811-00800-00300-000, 3811-00800-00400-000, 3811-00900-00100-000.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Extend maturity date to July 5, 2028.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust 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 Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust 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.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

SURETYSHIP WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also

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waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 5, 2018.

GRANTOR:

HAMMERICH, INC.

By: 

Walter P. Hammerich, President of Hammerich, Inc.

By: 

Nancy L. Hammerich, Secretary of Hammerich, Inc.

LENDER:

UMPQUA BANK

x 

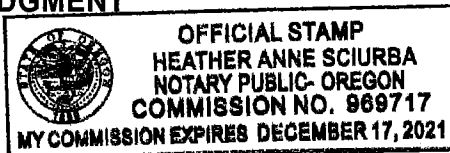
Authorized Officer

MODIFICATION OF DEED OF TRUST
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CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS
On this 8th day of Aug., 20 18



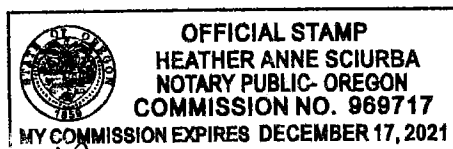
before me, the undersigned Notary Public, personally appeared Walter P. Hammerich, President of Hammerich, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Klamath Falls OR
My commission expires Dec. 17 2021

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Klamath) SS
On this 8th day of Aug., 20 18



before me, the undersigned Notary Public, personally appeared Nancy L. Hammerich, Secretary of Hammerich, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Klamath Falls OR
My commission expires Dec. 17 2021

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Umpqua Bank.

By _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____

See attached California Acknowledgment

ACKNOWLEDGMENT

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 Shasta

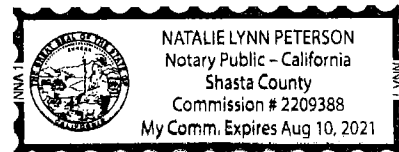
On August 3, 2018 before me, Natalie Lynn Peterson, Notary Public
(insert name and title of the officer)

personally appeared Jeff Vieira
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.

WITNESS my hand and official seal.

Signature Natalie Lynn Peterson (Seal)
Notary Public



**MODIFICATION OF DEED OF TRUST
(Continued)**

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EXHIBIT 'A'

PARCEL 1:

Parcel 1 of Land Partition 43-02, in the NE1/4 and the SE1/4 of Section 31; the NW1/4 and the SW1/4 of Section 32 in Township 38 Range 11 and the NE1/4 of Section 6; NW1/4 of Section 5, Township 39, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

PARCEL A:

All in Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Section 28: SW1/4 NE1/4, S1/2 NW1/4, SW1/4, W1/2 SE1/4, SE1/4 SE1/4

Section 32: E1/2 NE1/4, NE1/4 SE1/4

Section 33: N1/2, N1/2 S1/2, SW1/4 SW1/4, SE1/4 SE1/4

Section 34: W1/2 W1/2

PARCEL B:

The SW1/4 NE1/4; NE1/4 SW1/4; SE1/4 NW1/4 and Lot 3, Section 3 Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that parcel of land situated in the SW1/4 NE1/4 of Section 3, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of an existing fence line; more particularly described as follows:

Beginning at the Southeast corner of said SW1/4 NE1/4 of Section 3; thence Northerly along the East line of said SW1/4 NE1/4 of Section 3, 73.00 feet; thence South 86° 22' 24" West, along the Easterly extension of an existing fence and said fence 1217.58 feet to its intersection with the South line of said SW1/4 NE1/4 of Section 3; thence North 89° 48' 37" East along said South line 1215.59 feet to the point of beginning with bearings based on record Survey No. 2388, as recorded in Klamath County Surveyor's Office.

Also a tract of land situated in Government Lot 2, Section 3, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

(Legal Continued)

Beginning at the SW corner of said Lot 2 (CN 1/16 corner); thence North 00° 15' 00" West, along the West line of said Lot 2, 145.05 feet to a 5/8" iron pin with a Westvold and Assoc. plastic cap on the Southwesterly side of an irrigation canal; thence South 44° 14' 24" East along said canal, 201.57 feet to a point on the South line of said Lot 2 as marked by a 5/8" iron pin with Westvold and Assoc. plastic cap; thence South 89° 44' 24" West 140.00 feet to the point of beginning, with bearings based on recorded Survey No. 4274 at the Klamath County Surveyor's Office.

PARCEL C:

That portion of the NE1/4 SW1/4 of Section 5, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly and Westerly of the Dairy-Bonanza Highway as said highway now appears on the ground.

EXCEPTING a tract of land situated in the NE1/4 SW1/4 of Section 5, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the Southwesterly right of way line of the Dairy-Bonanza Highway, said point being North 43° 48' 19" East a distance of 2158.79 feet from the Southwest corner of said Section 5; thence South 32° 11' 38" West 178.21 feet to a 5/8" iron pin; thence North 58° 52' 04" West 109 feet, more or less, to the West line of the NE1/4 SW1/4 of said Section 5; thence Northerly along the West line of the NE1/4 SW1/4 of said Section 5, 217.3 feet, more or less, to the Southwesterly right of way line of said Dairy-Bonanza Highway; thence South 56° 59' 00" East along said right of way line 225.5 feet, more or less, to the point of beginning, containing 0.69 acres, more or less, with the bearings based on a solar observation.

Also that portion of the SE1/4 SW1/4 and SW1/4 SE1/4 of Section 5, and that portion of the N1/2 NE1/4 Section 8, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of the Dairy-Bonanza Highway,

EXCEPTING a tract conveyed to W.H. Casebeer by Deed Volume 93, page 620, Deed Records of Klamath County, Oregon and more particularly described as follows:

That portion of the NE1/4 NE1/4 of Section 8 described Beginning 866 feet South of the corner common to Sections 4, 5, 8 and 9 in the middle of the Dairy-Bonanza Highway; thence South 454 feet; thence West 660 feet; thence North 885 feet to the middle of said highway; thence South 56° 52' East 789 feet to the point of beginning.

(Legal Continued)

Also the E1/2 NW1/4 of Section 8, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Also all that portion of the NE1/4 SW1/4 of Section 8, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly from the center line of the Old Bonanza-Klamath Falls Road.

The SE1/4 SW1/4 and SW1/4 SE1/4 of Section 33, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Lots 2, 3, 4 and SW1/4 NE1/4, S1/2 NW1/4, SW1/4 and W1/2 SE1/4 of Section 4; the N1/2 NE1/4, SW1/4 NE1/4 and NW1/4 of Section 9, being in Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

ALSO beginning at a point of intersection of the East and West center line of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, with the Northeasterly boundary of line of the right of way of the Dairy-Bonanza Highway as the same is now located and constructed; thence North 89° 50' East along the said East West center line of said Section 9, 384.50 feet; thence Southerly and parallel with the Easterly boundary of said Section 9, 249.2 feet, more or less, to a point in the Northeasterly boundary line of said right of way of the Dairy-Bonanza Highway, thence Northwesterly along said right of way line to the point of beginning.

ALSO beginning at a point in the East and West center line of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, from which the point of intersection of the said East and West center line of Section 9 with the Northeasterly boundary line of the right of way of the Dairy-Bonanza Highway as the same is now located and constructed bears South 89° 50' West 384.5 feet distant and running thence Southerly and parallel with the Easterly boundary of the said Section 9, 249.2 feet, more or less to a point in the Northeasterly boundary line of the right of way of the Dairy-Bonanza Highway; thence Southeasterly along said right of way line 849.3 feet, more or less, to its intersection with the West line of Bowne Ave., (now vacated) of Bowne Addition to Bonanza, Oregon, the plat whereof is on file in the record in the office of the County Clerk of Klamath County, Oregon; thence North along the said West line of Bowne Ave., (now vacated) 711.8 feet, more or less, to its intersection with the said East and West center line of the said Section 9; thence South 89° 50' West 713.6 feet, along the said East and West center line to the point of beginning.

ALSO a tract of land in the E1/2 NE1/4 of Section 8, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

(Legal Continued)

Beginning at a point on the East line of said NE1/4 said point being North a distance of 239 feet from the Southeast corner thereof; thence Northwest, in a straight line to a point on the North line of the SE1/4 NE1/4, said point being West a distance of 660 feet from the Northeast corner thereof; thence North a distance of 885 feet to the center line of the Dairy-Bonanza Highway; thence South 56° 52' East, along said center line, a distance of 789 feet to a point on the East line of said NE1/4, said point being South a distance of 866 feet from the Northeast corner of Section 8; thence South on said East line a distance of 1535 feet more or less to the point of beginning.

The SE1/4 NE1/4 of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING that tract of land conveyed to Klamath County School District by instrument recorded January 17, 1969 in Volume M69, page 455, Deed Records of Klamath County, Oregon, described as follows:

Beginning at a 5/8" X 30" iron pin with cap marking the East 1/4 corner of said Section 9 as shown on the Bowne Addition to Bonanza subdivision plat; thence North 00° 13' 25" West along the East line of said Section 9 a distance of 113.25 feet to a 5/8" X 30" iron pin with cap; thence North 89° 40' 10" West along the Easterly extension of and along the Southerly edge of an existing fence a distance of 261.45 feet to a 5/8" X 30" iron pin with cap which is 1.5 feet Southeasterly of an existing fence corner; thence South 40° 48' 40" West along Easterly edge of an existing fence a distance of 152.00 feet to an "x" in the bottom of a concrete irrigation box which is 4 feet Southeasterly of an existing fence corner; thence South 01° 35' 10" East a distance of 41.91 feet to a 5/8" X 30" iron pin with cap on the centerline of vacated Klamath Street; thence South 89° 51' 10" East along the centerline of vacated Klamath Street a distance of 360.00 feet to a 5/8" X 30" iron pin with cap on the centerline of Carroll Avenue; thence North 00° 04' 35" East along the centerline of Carroll Avenue a distance of 43.10 feet to the point of beginning, EXCEPTING the unvacated portion of Carroll Avenue as shown on the Grandview Addition to Bonanza subdivision plat.

ALSO EXCEPTING that portion conveyed to Patrick W. Kelly and Cynthia A. Kelly, by deed recorded November 14, 1996 in Volume M96, page 35865, Deed Records of Klamath County, Oregon, more particularly described as follows:

A tract of land situated in the SE1/4 SE1/4 NE1/4 of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

(Legal Continued)

Beginning at a point on the North line of that tract of land conveyed to Klamath County School District described in Volume M69, page 455, Deed Records of Klamath County, Oregon and the West line of Carroll Avenue, from which the East 1/4 corner of said Section 9 bears South 14° 46' 22" East 117.30 feet; thence North 89° 40' 10" West along the North line of said tract of land, 122.44 feet, thence North 02° 01' 13" East along the fence line, 212.21 feet; thence South 74° 39' 31" East along the fence line, 119.41 feet to the West line of Carroll Avenue; thence South 00° 03' 44" West 181.19 feet to the point of beginning, with bearings based on record of Survey No. 1327.

PARCEL D:

A portion of that property situated in the N1/2 SE1/4 and the S1/2 NE1/4, Section 8, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

That portion of the N1/2 SE1/4 and the S1/2 NE1/4 lying Northerly of Casebeer Road and Southerly and Westerly of the proposed canal "centerline" as described in said Volume 228, page 193, Deed Records of Klamath County, Oregon.

TAX INFORMATION:

File No. 243059AM

Code No.	Account No.	Map No.
036	R771221	R-3811-00000-05000-000
037; 036	R456214	R-3811-00000-05300-000
036; 037	R608890	R-3811-00000-05300-000
037	R770605	R-3911-00500-00200-000
037	R603671	R-3911-00600-00100-000
64.33	R603699	R-3911-00600-00200-000
036	R456009	R-3811-00000-04100-000
036	R456232	R-3811-00000-05600-000
036	R456241	R-3811-00000-05700-000
036	R456250	R-3811-00000-05800-000
036	R456269	R-3811-00000-05900-000
036	R456287	R-3811-00000-06100-000
036	R456312	R-3811-00000-06300-000
036	R19633	R-3911-00300-00501-000
037	R603485	R-3911-00300-00600-000
036	R619192	R-3911-00300-00600-000
037	R603617	R-3911-00500-00600-000
037	R603608	R-3911-00500-00700-000
056	R603902	R-3911-00800-00300-000
056; 028	R603895	R-3911-00800-00400-000
028; 056	R891669	R-3911-00800-00400-000
036	R456278	R-3811-00000-06000-000
036	R793172	R-3911-00000-01200-000
028; 056	R1474	R-3911-00000-01600-000
056; 028	R603957	R-3911-00000-01600-000
011	R605367	R-3911-009D0-00100-000
056	R603939	R-3911-00800-00200-000
011	R604019	R-3911-00000-01800-000