

2018-009476

Klamath County, Oregon

08/09/2018 03:48:01 PM

Fee: \$142.00

236473 AM

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department

Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Klamath County, Oregon)

Operating Line of Credit 1: 22104222
Operating Line of Credit 2: 22105499
Real Estate Term Loan 1: 10170200
Real Estate Term Loan 2: 10137500
Equipment Term Loan 1: 10908400
Real Estate Term Loan 3: 22108590
Real Estate Term Loan 5: 22113398

LINE OF CREDIT TRUST DEED – MODIFICATION

THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$47,944,060.00.

O.R.S. 86.155 STATEMENTS:

PRINCIPAL AMOUNT: \$47,944,060.00

MATURITY DATE: July 5, 2038, EXCLUSIVE OF OPTIONS TO EXTEND, IF ANY

THIS MODIFICATION AGREEMENT is made as of July 10, 2018, with respect to that certain Deed of Trust, Assignment of Rents and Security Agreement dated April 28, 2018, executed by Grantor named therein to and in favor of AMERITITLE, an Oregon company ("Trustee") and recorded as Document Number 2018-006595 in the records of Klamath County, Oregon, on May 30, 2018 ("Deed of Trust"), for the benefit of RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself, as "Lender", and the other Secured Parties under a Collateral Agency Agreement (and in that capacity, "Beneficiary") located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017.

WITNESSETH:

WHEREAS, Lender is the holder of certain Loan Obligations under the terms and conditions of the Master Credit Agreement between "Borrower" (individually and collectively, Windy Ridge, LLC, an Oregon limited liability company; Bonanza View Dairy, Inc., an Oregon corporation; Lost River Farms, LLC, an Oregon limited liability company; Ponderosa Farms, LP, an Oregon limited partnership; Arie De Jong, a married person or member of a civil union or domestic partnership; and Jenneke Helena Dejong, a married person or member of a civil union or domestic partnership) and Lender dated September 22, 2017, as may be amended,

modified, replaced, or supplemented from time to time (the "MCA"), including without limitation the Note and other Secured Obligations as defined and set forth in Section 1 of the Deed of Trust (as modified hereinbelow); and

WHEREAS, the parties hereto are desirous of modifying the Note, Secured Obligations and Deed of Trust in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note, Secured Obligations and Deed of Trust be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Deed of Trust.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Deed of Trust given by Grantor to Lender to secure the indebtedness evidenced by the MCA constitutes a good and valid lien on the collateral described in the Deed of Trust to secure the MCA and Note.
3. **The bolded caption above the body of the Deed of Trust on page one** is hereby amended and replaced in its entirety as follows:

THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS \$47,944,060.00.

O.R.S. 86.155 STATEMENTS:

PRINCIPAL AMOUNT: \$47,944,060.00

MATURITY DATE: July 5, 2038, EXCLUSIVE OF OPTIONS TO EXTEND, IF ANY

4. **Section 3. Note Maturity Date** is hereby amended to July 5, 2038.
5. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Agreement; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
6. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
7. **WAIVER OF PRIOR CLAIMS.** MORTGAGOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION,

UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION

8. All of the provisions of the Note and Deed of Trust shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Deed of Trust. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Deed of Trust as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Trust Modification Agreement to be duly executed as of the day and year first above written.

LENDER

Address for Notices:

14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attention: Loan Closing Department

RABO AGRIFINANCE LLC

By: Deborah Asberry

Name: Deborah Asberry - Chue

Title: Vice President

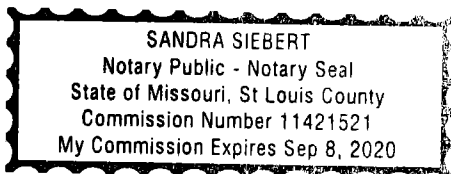
STATE OF MISSOURI

COUNTY OF St Louis) ss

On this 1st day of August in the year 2018 before me,

Deborah Asberry Chue, a Notary Public in and for said state, personally appeared Deborah Asberry Chue (name of officer), Vice President (title), of RABO AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

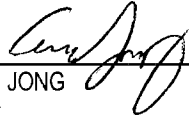
Official signature and official seal of notary: Sandra Siebert




Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

GRANTOR

WINDY RIDGE, LLC, an Oregon limited liability company

By: 
ARIE DE JONG
Manager

By: 
JENNEKE HELENA DE JONG
Manager

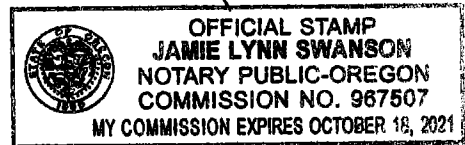
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by ARIE DE JONG, as Manager of WINDY RIDGE, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 10-18-21


Notary Public

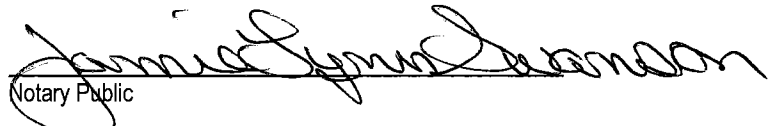


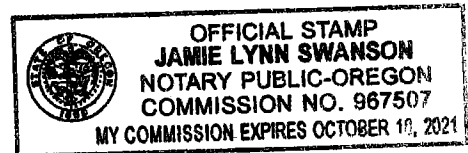
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG, as Manager of WINDY RIDGE, LLC, an Oregon limited liability company.

(SEAL)

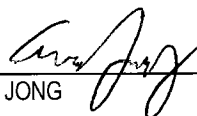
My commission expires: 10-18-21


Notary Public



Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

LOST RIVER FARMS, LLC, an Oregon limited liability company

By: 
ARIE DE JONG
Manager

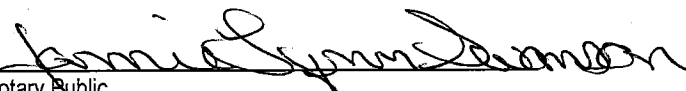
By: 
JENNEKE HELENA DEJONG
Manager

STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by ARIE DE JONG, as Manager of LOST RIVER FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 10-18-21

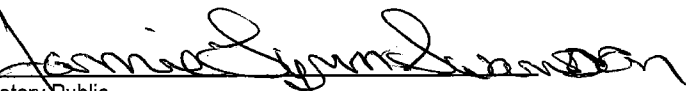

Notary Public

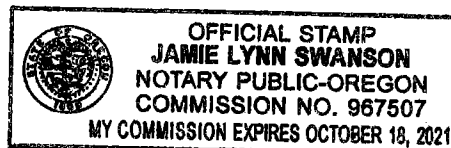
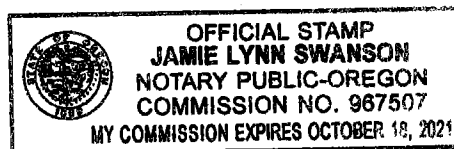
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG, as Manager of LOST RIVER FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 10-18-21


Notary Public



Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

PONDEROSA FARMS, LP, an Oregon limited partnership

By: [Signature]
ARIE DE JONG, General Partner

By: [Signature]
JENNEKE HELENA DEJONG, General Partner

STATE OF OREGON)
COUNTY OF Clatsop) SS

This instrument was acknowledged before me on 7-30-18 by ARIE DE JONG, as General Partner of
PONDEROSA FARMS, LP, an Oregon limited partnership.

(SEAL)

My commission expires: 10-18-21

[Signature]
Notary Public

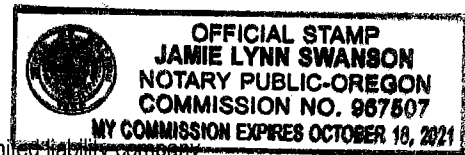
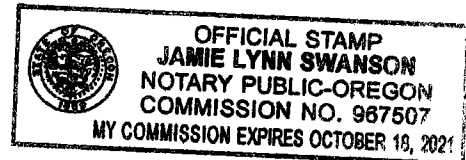
STATE OF OREGON)
COUNTY OF Clatsop) SS

This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG, as
General Partner of PONDEROSA FARMS, LP, an Oregon limited partnership.

(SEAL)

My commission expires: 10-18-21

[Signature]
Notary Public



CONSENTED TO BY BORROWER

WINDY RIDGE, LLC, an Oregon limited liability company

By: [Signature]
ARIE DE JONG
Manager

By: [Signature]
JENNEKE HELENA DEJONG
Manager

Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

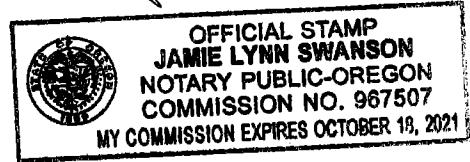
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by ARIE DE JONG, as Manager of WINDY RIDGE, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 10-18-21

Notary Public



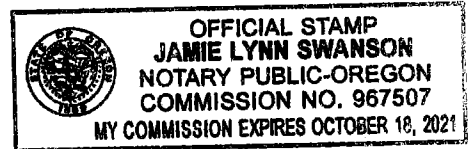
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG, as Manager of WINDY RIDGE, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 10-18-21

Notary Public



Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

BONANZA VIEW DAIRY, INC., an Oregon corporation

By: [Signature]
ARIE DE JONG
President

By: [Signature]
JENNEKE HELENA DEJONG
Secretary

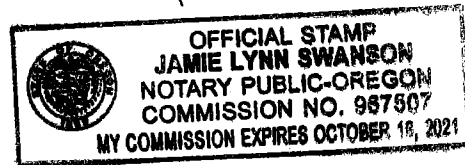
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on July 30, 2018 by ARIE DE JONG, as President of BONANZA VIEW DAIRY, INC., an Oregon corporation.

(SEAL)

My commission expires: 10-18-21

Jamie Lynn Swanson
Notary Public



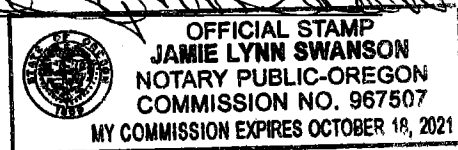
STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG, as Secretary of BONANZA VIEW DAIRY, INC., an Oregon corporation.

(SEAL)

My commission expires: 10-18-21

Jamie Lynn Swanson
Notary Public



Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

LOST RIVER FARMS, LLC, an Oregon limited liability company

By: *Arie De Jong*
ARIE DE JONG
Manager

By: *Jenneke Helena De Jong*
JENNEKE HELENA DEJONG
Manager

STATE OF OREGON

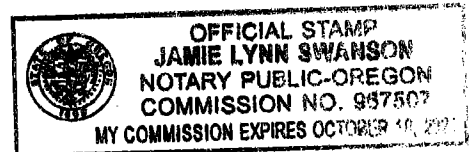
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by ARIE DE JONG, as Manager of LOST RIVER FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 10-18-21

Notary Public



STATE OF OREGON

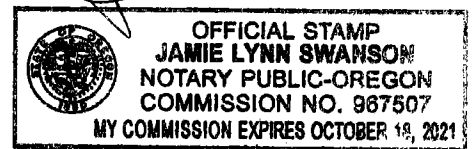
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG, as Manager of LOST RIVER FARMS, LLC, an Oregon limited liability company.

(SEAL)

My commission expires: 10-18-21

Notary Public



Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

PONDEROSA FARMS, LP, an Oregon limited partnership

By: [Signature]
ARIE DE JONG
General Partner

By: [Signature]
JENNEKE HELENA DEJONG
General Partner

STATE OF OREGON

COUNTY OF

Klamath

} SS

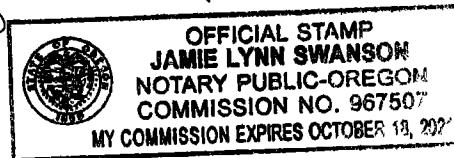
This instrument was acknowledged before me on 7-30-18 by ARIE DE JONG, as General Partner of PONDEROSA FARMS, LP, an Oregon limited partnership.

(SEAL)

My commission expires:

10-18-21

Notary Public



STATE OF OREGON

COUNTY OF

Klamath

} SS

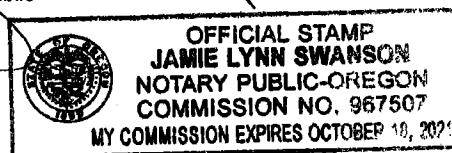
This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG, as General Partner of PONDEROSA FARMS, LP, an Oregon limited partnership.

(SEAL)

My commission expires:

10-18-21

Notary Public



Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623

ARIE DE JONG (a/k/a Arie DeJong)

STATE OF OREGON

COUNTY OF

Klamath

} SS

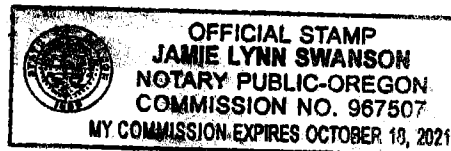
This instrument was acknowledged before me on 7-30-18 by ARIE DE JONG.

(SEAL)


My commission expires:

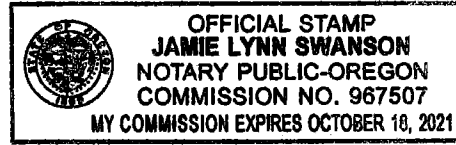
10-21-18

Notary Public



Address for Notices:
4721 Harpold Road
Bonanza, Oregon 97623


JENNEKE HELENA DEJONG (a/k/a Jenneke DeJong)




STATE OF OREGON)
COUNTY OF Klamath) SS

This instrument was acknowledged before me on 7-30-18 by JENNEKE HELENA DEJONG.

(SEAL)

My commission expires: 10-18-21


Notary Public