

Return Address:  
Northwest FCS - Salem  
650 Hawthorne Ave SE  
Suite 210  
Salem, OR 97301-5895

2018-013066  
Klamath County, Oregon  
10/26/2018 09:25:01 AM  
Fee: \$107.00

### MODIFICATION OF LINE OF CREDIT DEED OF TRUST

NOTICE: THE DEED OF TRUST MODIFIED HEREBY IS A LINE OF CREDIT TRUST DEED. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE SECURED OBLIGATIONS (AS DEFINED IN THE DEED OF TRUST) SECURED HEREBY IS \$420,500.00. IN ADDITION, THE DEED OF TRUST MODIFIED HEREBY SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THE DEED OF TRUST AS MODIFIED HEREBY, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR A MATURITY DATE OF AUGUST 1, 2028 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Line of Credit Deed of Trust (this "Modification"), dated as of October 17, 2018, is made by and between Dale A. Fleming and Janice M. Fleming, Trustees of Fleming Living® TRUST, under Trust Agreement dated June 7, 1994, which acquired title as Dale A. Fleming and Janice M. Fleming, Trustees of Fleming Living Trust, under Trust Agreement dated June 7, 1994 (collectively "Grantor"), whose address is 4500 O'Connor Rd, Klamath Falls, OR 97603, in favor of AmeriTitle ("Trustee"), whose address is 300 Klamath Ave, Klamath Falls, OR 97601, for the benefit of Northwest Farm Credit Services, PCA, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

**WHEREAS**, a Line of Credit Deed of Trust, dated June 6, 2017 was executed in favor of AmeriTitle ("Trustee"), whose address is 300 Klamath Ave, Klamath Falls, OR 97601, for the benefit of Beneficiary, which was recorded on June 8, 2017, as Instrument No. 2017-006247 and on June 15, 2017 as Instrument No. 2017-006592 in the Official Records of Klamath County, Oregon (as modified, amended or restated, the "Deed of Trust"), covering the land described on the attached Exhibit A;

**WHEREAS**, the Deed of Trust secures, among other things, the payment and performance of indebtedness evidenced by the Note dated June 6, 2017, payable to the order of Beneficiary, in the initial face principal amount of Four Hundred Twenty Thousand Five Hundred Dollars and Zero Cents (\$420,500.00) (the "Note").

**WHEREAS**, the parties hereto are amending the Note pursuant to that certain Restructure Agreement dated on or around even date herewith (and as it may be extended, renewed, modified, amended or restated from time to time, the "Amendment") and the parties wish to acknowledge that the obligations secured by the Deed of Trust previously evidenced by the Note are now additionally evidenced by the Amendment.

**WHEREAS**, the obligations secured by the Deed of Trust are now hereby described as follows:

**3.1 Secured Obligations.** This Deed of Trust, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):

Modification of Deed of Trust  
(Dale A. Fleming/Note No. 6038063)

a. The full and punctual payment of the indebtedness evidenced by that certain note(s) described below, in favor of Beneficiary (the "Note(s)") with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Note(s) and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Note(s), as well as any prepayment fees provided for in the Note(s) or as it may be amended to provide for such prepayment fees;

<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6038063	June 6, 2017	\$420,500.00	August 1, 2028

b. Payment and performance of the obligations under the Note(s) and Loan Documents (including future advances) and under any and all other present and future agreements executed in relation to the Note(s);

c. Payment of such additional sums with interest thereon as may be due to Trustee or Beneficiary under any provisions of this Deed of Trust;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Beneficiary, and which are contained in a document which recites that it is secured by this Deed of Trust;

e. Payment of all amounts advanced by (or on behalf of) Beneficiary or Trustee to improve, protect or preserve the Collateral or the security of this Deed of Trust, with interest on such amounts as provided in this Deed of Trust;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing; and

g. Payment of charges as allowed by law, when such charges are made for any Beneficiary statement or other statement regarding the Secured Obligations.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Grantor and Beneficiary now agree to modify the Deed of Trust as follows.

## **ARTICLE 1 AMENDMENTS**

### **1.1 Recitals, References and Definitions.**

a. The recitals hereto are incorporated in and made a part of this Modification.

b. All secured indebtedness described in the Deed of Trust shall be deemed also to include the Amendment.

c. All references in the Deed of Trust to the "Deed of Trust" are deemed to refer to the Deed of Trust as amended and supplemented by this Modification.

d. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Deed of Trust.

## **ARTICLE 2 MISCELLANEOUS**

Modification of Deed of Trust  
(Dale A. Fleming/Note No. 6038063)

**2.1 Acceptance By Trustee.** Trustee accepts this trust when this Modification, duly executed and acknowledged, is made a public record as provided by law.

**2.2 Headings.** Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

**2.3 Severability.** Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

**2.4 Successors and Assigns.** This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

**2.5 Counterparts.** This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

**2.6 WAIVER OF JURY TRIAL.** GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. IT IS INTENDED THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

**GRANTOR:**

FLEMING Living® TRUST, under Trust Agreement dated June 7, 1994

By: Janice M. Fleming  
Janice M. Fleming, Trustee

By: Dale A. Fleming  
Dale A. Fleming, Trustee

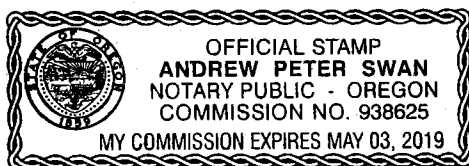
**BENEFICIARY:**

**NORTHWEST FARM CREDIT SERVICES, PCA**

By: Brandi Crandall  
Authorized Agent

STATE OF Oregon )  
County of Klamath )ss.

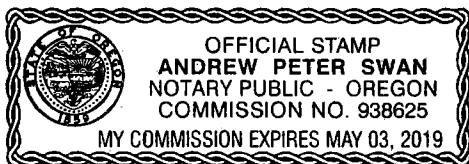
On this 22<sup>nd</sup> day of October, 2018, before me personally appeared Janice M. Fleming, known to me to be the person who executed the foregoing instrument as Trustee of the FLEMING Living® TRUST under Trust Agreement dated 06/07/1994 for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute this instrument.



Pete Swan  
Printed name Andrew Peter Swan  
Notary Public for the State of Oregon  
Residing at Polk Co.  
My commission expires 5/3/2019

STATE OF Oregon )  
County of Klamath )ss.

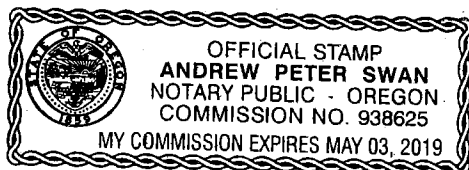
On this 22<sup>nd</sup> day of October, 2018, before me personally appeared Dale A. Fleming, known to me to be the person who executed the foregoing instrument as Trustee of the FLEMING Living® TRUST under Trust Agreement dated 06/07/1994 for the uses and purposes therein mentioned, and on oath stated he/she was authorized to execute this instrument.



Pete Swan  
Printed name Andrew Peter Swan  
Notary Public for the State of Oregon  
Residing at Polk Co.  
My commission expires 5/3/2019

STATE OF Oregon )  
County of Marion )ss.

On this 22<sup>nd</sup> day of October, 2018, before me personally appeared Brandi Candall, known to me to be an authorized agent of Northwest Farm Credit Services, PCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.



Pete Swan  
Printed name A. Pete Swan  
Notary Public for the State of OR  
Residing at Polk  
My commission expires 5/3/2019

# **EXHIBIT A** **PROPERTY DESCRIPTION**

Real property situate in Klamath County, Oregon, to wit:

Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Section 16: SW1/4

Section 23: E1/2 of the SW1/4 and E1/2 of the NE1/4

Section 14: SE1/4, SW1/4

Section 15: SE1/4; N1/2 of the SW1/4; and all that portion of the NW1/4 NW1/4 and of the S1/2 NW1/4 described as follows: Beginning at the corner common to Sections 9, 10, 15 and 16; thence East 183 feet; thence South 38° 43' West 25 feet; thence South 7° 30' West 370 feet; thence South 20° 00' West 385 feet; thence South 33° 15' East 425 feet; thence South 12° 00' East 435 feet; thence South 56° 30' East 350 feet; thence South 43° 20' East 290 feet; thence South 18° 30' East 300 feet; thence South 27° 45' East 250 feet; thence South 80° 00' East 190 feet; thence North 76° 30' East 520 feet; thence South 76° 00' East 345 feet; thence South 89° 00' East 490 feet; thence South 65° 30' East 30 feet; thence South to the Southeast corner of the SE1/4 NW1/4 of said Section 15; thence West along the South line of said NW1/4 of said Section 15, to the quarter corner common to Sections 15 and 16; thence North along the section line to the point of beginning.

Section 16: W1/2 of the NE1/4; SE1/4 of the NE1/4; E1/2 of the NW1/4, and the SE1/4

Section 22: E1/2 of the NE1/4; NE1/4 of the SE1/4

Section 23: E1/2 of the NW1/4; NW1/4 of the NW1/4; W1/2 of the NE1/4; NW1/4 of the SW1/4; and W1/2 of the SE1/4

Section 26: NW1/4 of the NE1/4

Code No.	Account No.	Map No.
164	R94070	R-4009-01600-00200-000
164	R94052	R-4009-00000-00200-000
164	R94034	R-4009-00000-00300-000
164	R94061	R-4009-01600-00400-000
164	R94043	R-4009-00000-00400-000
164	R93972	R-4009-01400-00700-000
164	R94007	R-4009-01400-00800-000
164	R94025	R-4009-01400-00900-000
164	R93981	R-4009-01400-01000-000
164	R93883	R-4009-01400-01100-000
166	R94310	R-4009-00000-01800-000
166	R94365	R-4009-00000-01900-000
166	R94383	R-4009-00000-02000-000
166	R94418	R-4009-00000-02200-000
166	R94392	R-4009-00000-02100-000
166	R94409	R-4009-00000-02300-000
166	R94347	R-4009-00000-02500-000
166	R94329	R-4009-00000-02600-000
008	R589991	R-4009-00000-02700-000

Modification of Deed of Trust  
(Dale A. Fleming/Note No. 6038063)