

Return Address:
Northwest FCS-Klamath Falls
300 Klamath Ave, Ste 200
Klamath Falls, OR 97601-6308

2019-000237

Klamath County, Oregon

01/08/2019 03:43:01 PM

Fee: \$102.00

MODIFICATION OF DEED OF TRUST AND FIXTURE FILING

This Modification of Deed of Trust and Fixture Filing (this "Modification"), dated as of January 4, 2019, is made by and between **R&C Ag, L.L.C.**, a limited liability company ("Grantor"), whose address is 30083 Pickett Rd., Malin, OR 97632, and **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 Deed of Trust and Fixture Filing, dated May 27, 2016 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 1, 2016, as Instrument No(s). 2016-005699 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, Beneficiary has agreed to renew an existing note(s) to be evidenced by that certain Note, dated on or around even date herewith, payable to the order of Beneficiary, in the face principal amount of One Million Two Hundred Ninety-Four Thousand and No/100 Dollars (\$1,294,000.00) (the "Renewed Note") and the parties wish to acknowledge that the obligations evidenced by the Renewed Note are secured by the Deed of Trust.

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"):

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;

Note No.	Date of Note	Principal Amount	Final Installment Date
6072451	January 4, 2019	\$1,294,000.00	January 1, 2020

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;

Modification of Deed of Trust and Fixture Filing
(Robert L. Unruh Farms, Inc./Note No. 6072451)

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 Renewed Note.
- 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

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:

R&C Ag, L.L.C., a limited liability company

By: *Robert L. Unruh*
Robert L. Unruh, Operating Manager

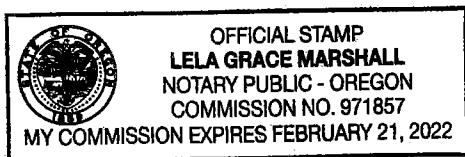
BENEFICIARY:

Northwest Farm Credit Services, P.C.A.

By: *[Signature]*
Authorized Agent

STATE OF Oregon)
)ss.
County of Klamath)

On this 08 day of January, 2019, before me personally appeared Robert L. Unruh, known to me to be the Operating Manager of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the managers of R&C Ag, L.L.C. and in the limited liability company name freely and voluntarily.



Lela Grace Marshall
Printed name Lela Grace Marshall
Notary Public for the State of Oregon
Residing at Malin, OR
My commission expires Feb 21, 2022

STATE OF Oregon)
County of Klamath)ss.

On this 8 day of January, 2019, before me personally appeared Mitchell Stokes, 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 executed said instrument.



Lela Grace Marshall
Printed Name Lela Grace Marshall
Notary Public for the State of Oregon
Residing at Malin, OR
My commission expires Feb 21, 2022

EXHIBIT A
PROPERTY DESCRIPTION

Section 28: - SW1/4NW1/4, N1/2SW1/4, SW1/4SW1/4

Section 33: - The W1/2NW1/4 EXCEPTING THEREFROM the following: Beginning at the Southeast corner of the W1/2NW1/4; thence North 215 feet; thence West 200 feet; thence South 215 feet to the South line of said property; thence East 200 feet to the point of beginning.

All being in Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account Nos. R628226, R601138 and R627735