

2020-003386

Klamath County, Oregon

03/18/2020 02:08:55 PM

Fee: \$112.00

Return Address:

Northwest FCS-Klamath Falls
300 Klamath Ave Ste. 200
Klamath Fall, OR 97601

MODIFICATION OF DEED OF TRUST AND FIXTURE FILING

This Modification of Deed of Trust and Fixture Filing (this "Modification"), dated as of March 11, 2020, is made by and between **Wilmer E. Hammerich**, same person as Wilmer E. Hammerich, Jr. and **Kimberly D. Hammerich**, a married couple ("Grantor"), whose address is 18425 W Langell Valley Rd, Bonanza, OR 97623, and **Northwest Farm Credit Services, FLCA**, 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 October 26, 2015 was executed in favor of AmeriTitle, a corporation ("Trustee"), whose address is 300 Klamath Ave., Klamath Falls, OR 97601, for the benefit of Beneficiary, which was recorded on October 29, 2015, as Instrument No(s). 2015-011861 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 October 26, 2015, payable to the order of Beneficiary, in the initial face principal amount of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) (the "Note").

WHEREAS, the parties hereto are amending the Note pursuant to that certain Amendment to Note dated effective January 1, 2020 (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"):

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
6224197	October 26, 2015	\$1,250,000.00	January 1, 2036

Modification of Deed of Trust and Fixture Filing
(Wilmer E. Hammerich/Note No. 6224197)

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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

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.

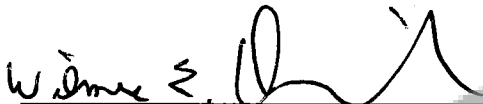
2.5 Counterparts. This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

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:



Wilmer E. Hammerich



Kimberly D. Hammerich

BENEFICIARY:

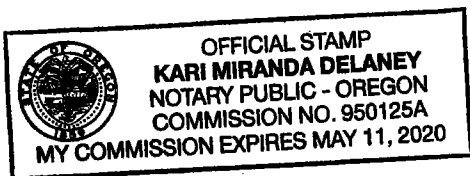
Northwest Farm Credit Services, FLCA



By _____
Authorized Agent

STATE OF OR)
County of Klamath)ss.

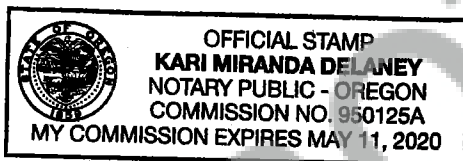
On this 12th day of March, 2020, before me personally appeared Wilmer E. Hammerich, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Kari Delaney
Printed name Kari Delaney
Notary Public for the State of OR
Residing at Merrill, OR
My commission expires May 11, 2020

STATE OF OR)
County of Klamath)ss.

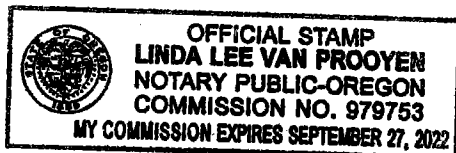
On this 12th day of March, 2020 before me personally appeared Kimberly D. Hammerich, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Kari Delaney
Printed name Kari Delaney
Notary Public for the State of OR
Residing at Merrill, OR
My commission expires May 11, 2020

STATE OF Oregon)
County of Jackson)ss.

On this 16th day of March, 2020, before me personally appeared Megan Huber, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, 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.



Linda Lee Van Prooyen
Printed name Linda Lee Van Prooyen
Notary Public for the State of Oregon
Residing at Central Point, OR
My commission expires Sept 27, 2022

EXHIBIT A
PROPERTY DESCRIPTION

Parcel No. 1:

Lot 1, S1/2NE1/4, the North 678 feet of the N1/2SE1/4 and the portions of Lots 2 and 3 lying Southeasterly of the Langell Valley Irrigation District Canal in Section 1, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Parcel No. 2:

The Southeast quarter of Section 36, Township 40 South, Range 13 East of the Willamette Meridian, SAVING AND EXCEPTING THEREFROM, that portion conveyed to Klamath County by Deed recorded October 3, 1952 in Volume 256, page 131 and recorded November 18, 1957 in Volume 295-514 and Volume 395-519, records of Klamath County, Oregon.

Parcel No. 3:

The E1/2SE1/4 of Section 35, Township 40 South, Range 13 East of the Willamette Meridian, EXCEPT the portion lying within the right of way of the County Road.

Parcel No. 4:

S1/2 of Section 25; N1/2 of Section 36; S1/2SE1/4 of Section 26; N1/2NE1/4 of Section 35; and a tract in the Northwest corner of the NW1/4SW1/4 of Section 36, more particularly described as follows: Commencing at the Northwest corner of the SW1/4 of Section 36; thence South 163 feet; thence East 534.48 feet; thence North 163 feet; thence West along the existing fence 534.48 feet to the point of beginning, all in Township 40 South, Range 13 East of the Willamette Meridian; EXCEPTING that portion conveyed to the United States of America by deed recorded March 29, 1952, in Volume 253 at page 670, Deed Records of Klamath County, Oregon.

Parcel No. 5:

That portion of the SE1/4 SE1/4 lying Southwesterly of Miller Creek and Northeasterly of Lost River in Section 11, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The SE1/4 SE1/4; that portion of the N1/2 SE1/4 lying South of Miller Creek as now located; the SW1/4 SE1/4 EXCEPT that portion lying Northwesterly of Miller Creek as now located; that portion of the S1/2 SW1/4 lying Southeasterly of Miller Creek, All in Section 12, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The NE1/4; NW1/4 SE1/4; E1/2 NW1/4 and all of the NW1/4 NW1/4 EXCEPT that portion lying North of Miller Creek as now located in Section 13, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

That portion of the NE1/4 NE1/4 lying East of Lost River and South of Miller Creek; that portion of the SE1/4 NE1/4 lying Northeasterly of Lost River as now located in Section 14, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Parcel No. 6:

The SW1/4 SE1/4 and those portions of the SE1/4 SW1/4, N1/2 SW1/4 and SW1/4 NW1/4, which lies Northeasterly of the Lost River Channel Improvement Project, of Section 13, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING the 50 foot strip off the South end of said SW1/4 SE1/4 and SE1/4 SW1/4 which was conveyed to Klamath County, Oregon by Deed recorded in Volume 227 at page 141 of Klamath County, Oregon Deed Records.

Parcel No. 7:

That portion of the N1/2 NE1/4 lying Southwesterly of the East Langell Valley Road in Section 7, Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

Parcel No. 8:

The SE1/4 NE1/4 and the Northerly ten acres of the NE1/4 SE1/4 of Section 7; and the W1/2 NW1/4 and the NW1/4 SW1/4 of Section 8; all in Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

Parcel No. 9:

The N1/2 of the SW1/4 of Section 36, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM commencing at the Northwest corner of the SW1/4 of Section 36; thence South 163 feet; thence East 534.48 feet; thence North 163 feet; thence West along the existing fence 534.48 feet to the point of beginning, all in Township 40 South, Range 13 East of the Willamette Meridian.

ALSO SAVING AND EXCEPTING that portion conveyed to United States of America by deed recorded March 29, 1952 in Book 253, page 670, Deed Records of Klamath County, Oregon.

<u>Code No.</u>	<u>Account No.</u>	<u>Map No.</u>
056	R629449	R-4013-00000-02700-000
056	R629458	R-4013-00000-02800-000
056	R629485	R-4013-00000-02900-000
056	R630428	R-4013-00000-010300-000
056	R629528	R-4013-01400-00100-000
056	R57075	R-4014-00700-00101-000
028	R115315	R-4014-00700-00400-000
028	R115137	R-4014-00800-00300-000
028	R115333	R-4014-00800-00400-000
028	R115342	R-4014-00800-00700-000
056	R6330017	R4013-00000-07400-000
056/028	R630375	R4013-00000-09300-000
028/056	R892573	R4013-00000-09300-000
028	R630393	R4013-00000-10000-000
056	R630419	R4013-00000-10200-000
056	R630446	R4013-00000-10500-000
056/028	R630026	R4013-02600-00800-000
028/056	R598801	R4013-02600-00800-000
056	R634781	R4113-00000-00100-000;