

Return Address:

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

**MODIFICATION OF DEED OF TRUST AND FIXTURE FILING**

This Modification of Deed of Trust and Fixture Filing (this "Modification"), dated as of July 11, 2020, is made by and between McPherson Properties, LLC, a Limited Liability Company and Jani K. McPherson, a single person (collectively, "Grantor"), whose address is PO Box 1, Midland, OR 97634, 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 April 23, 2020 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 May 1, 2020, as Instrument No(s). 2020-005507 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 April 23, 2020, payable to the order of Beneficiary, in the initial face principal amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and by the Note and Loan Agreement dated April 23, 2013, payable to the order of Beneficiary, in the initial face principal amount of Four Hundred Fifty-Seven Thousand Eight Dollars and Sixty-Four Cents (\$457,008.64) (collectively, the "Note").

**WHEREAS**, Beneficiary wishes to clarify the note numbers indicated for each Note.

**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
6250275	April 23, 2020	\$100,000.00	May 1, 2040
6225533	April 23, 2013	\$457,008.64	May 1, 2032

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);

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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 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.

c. 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.

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(McPherson Properties, LLC/Note No. 6250275)  
(Jani K. McPherson/Note No. 6225533)

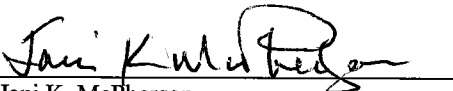
**2.5 Counterparts.** This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

**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.**

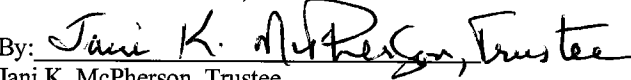
IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

**GRANTOR:**

  
Jani K. McPherson

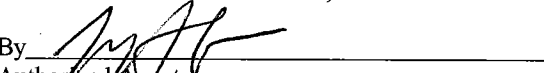
McPherson Properties, LLC, a Limited Liability Company

By: John L. McPherson Trust, Member

By:   
Jani K. McPherson, Trustee

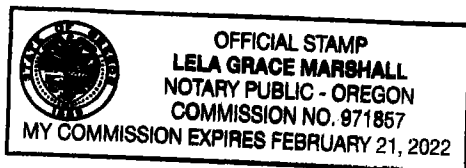
**BENEFICIARY:**

Northwest Farm Credit Services, FLCA

By:   
Authorized Agent

STATE OF Oregon )  
County of Klamath )ss.

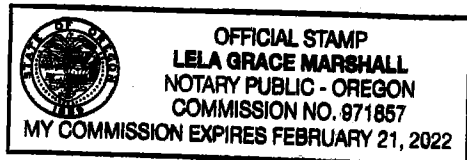
On this 31 day of July, 2020, before me personally appeared Jani K. McPherson, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



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

STATE OF Oregon )  
County of Klamath )ss.

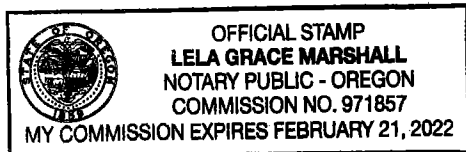
On this 31 day of July, 2020, before me personally appeared Jani K. McPherson, known to me to be the individual who executed the foregoing instrument as Trustee of the John L. McPherson Trust under Trust Agreement dated March 17, 2016, that executed the within instrument as a member in McPherson Properties, LLC, the limited liability company that executed the within instrument, and acknowledged that such Trust executed the same as such member and in the company name freely and voluntarily, and on oath stated that he/she was authorized to execute said instrument.



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

STATE OF Oregon )  
County of Klamath )ss.

On this 31 day of July, 2020, before me personally appeared Janed Alves, 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 execute said instrument.



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

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**EXHIBIT A  
PROPERTY DESCRIPTION**

**PARCEL A:**

Parcel 1 of deed Volume M77, page 2576 of Klamath County Deed Records, together with a portion of the NE1/4 NW1/4 Section 5, Township 40 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the North line of said Section 5, from which the North 1/4 corner of said Section 5 bears North 89°33'51" East 595.38 feet; thence South 05°02'14" East, 522.46 feet to a point; thence South 87°15'54" East, 50.51 feet to a point marked with a 5/8" iron pin; thence South 87°15'54" East, 433.38 feet to a point marked with a 5/8" iron pin; thence North 29°41'17" East 107.62 feet to a point marked with a 5/8" iron pin; thence South 89°51'09" East, 11.65 feet to a point on the North-South 1/4 Section line of said Section 5; thence South 00°08'59" West, 890.93 feet to the Southeast corner of said NE1/4 NW1/4; thence South 89°33'57" West, 1352.19 feet to the Southwest corner of said NE1/4 NW1/4; thence North 00°08'37" East, 1345.49 feet to the Northwest corner of said NE1/4 NW1/4; thence North 89°33'51" East along said North line of Section 5, 756.96 feet to the point of beginning.

EXCEPTING therefrom any portion of the above described parcel lying within the limits of roads or highways.

**PARCEL B:**

The South 150 feet of the N1/2 SE1/4 NE1/4 of Section 5 Township 40 South, Range 9 East of the Willamette Meridian. SAVING AND EXCEPTING a parcel of land situate in the NE1/4 of Section 5, more particularly described as follows: Commencing at the Southeast corner of the N1/2 SE1/4 NE1/4 of said Section 5; thence North 00°22'00" West along the East line of said Section 5, 150.00 feet to the point of beginning for this description; thence leaving said section line South 89°48'00" West 739.34 feet; thence South 81°17'43" East along a fence, 247.78 feet; thence North 87°28'53" East along a fence, 176.47 feet; thence South 88°12'35" East along a fence, 168.39 feet; thence North 82°51'26" East along a fence and the Easterly extension thereof, 151.09 feet to a point on the Easterly line of said Section 5; thence North 00°22'00" West along said section line, 18.80 feet to the point of beginning.

**PARCEL C:**

A parcel of land situate in the NE1/4 of Section 5, Township 40 South, Range 9 East of the Willamette Meridian, being more particularly described as follows: Commencing at the Southeast corner of the N1/2 SE1/4 NE1/4 of said Section 5; thence North 00°22'00" West along the East line of said Section 5, 150.00 feet; thence leaving said section line South 89°48'00" West 739.34 feet to the point of beginning for this description; thence North 81°17'43" West along a fence, 25.39 feet; thence North 79°48'21" West, along a fence, 172.97 feet to the end of fence; thence North 78°54'42" West, 125.00 feet; thence North to a point on the North line of the S1/2 NE1/4 NE1/4 of said Section 5; thence West along said North line to the Northwest corner of the S1/2 NE1/4 NE1/4; thence South along the West line of the E1/2 NE1/4 of said Section 5 to a point which is 150.0 feet North of the Southwest corner of the N1/2 SE1/4 NE1/4; thence South 89°48'00" East, 580.66 feet to the point of beginning.

Tax Account Nos. 92198, 92152, 92170, 887402, 92205 and 92143

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