

**RECORDATION REQUESTED BY:**

Umpqua Bank  
CBC Agribusiness  
C/O Loan Support Services  
PO Box 1580  
Roseburg, OR 97470

**WHEN RECORDED MAIL TO:**

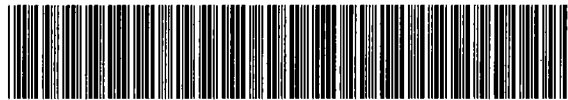
Umpqua Bank  
PO Box 1580  
Roseburg, OR 97470

**SEND TAX NOTICES TO:**

TC Land, LLC; Timothy A Paschke; and Chantel R  
Paschke  
P.O. Box 1004  
Merrill, OR 97633

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**



**THIS MODIFICATION OF DEED OF TRUST** dated March 28, 2022, is made and executed between TC Land, LLC, whose address is 17350 Anderson Rd, Merrill, OR 97633; Timothy A. Paschke, whose address is 17350 Anderson Rd, Merrill, OR 97633 and Chantel R. Paschke, whose address is 17350 Anderson Rd, Merrill, OR 97633 ("Grantor") and Umpqua Bank, whose address is CBC Agribusiness, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated October 20, 2021 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on October 20, 2021, as Instrument no. 2021-016376 in the official records of Klamath County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

**PARCEL 1:** The SW 1/4 of the NE 1/4 4 and a piece of land 208-2/3 feet square in the Northwest corner of the SE 1/4 of the NE 1/4, and right of way across the Northwest corner of the NW 1/4 of the SE 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

A parcel of land beginning 208 feet 8 inches South of the Northwest corner of the SE 1/4 of the NE 1/4 of Section 6; thence South 1111 feet 4 inches, more or less, to the Southwest corner; thence East to the center line of Adams Canal; thence in a Northwesterly direction following such canal center line until it intersects the South line of a 1 acre tract described in Deed Book 21 at page 373; thence West to the point of beginning. All that part of the SE 1/4 of the SW 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Great Northern Railway boundary.

**PARCEL 2:**

The NE 1/4 of the SW 1/4, and the East 2 rods of the SE 1/4 of the SW 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. All that part of the SE 1/4 of the SW 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Great Northern Railway boundary.

**PARCEL 3:**

The E 1/2 of the NW 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 4:**

SW 1/4 of NW 14 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as NKA Anderson Road, Merrill, OR 97633. The Real Property tax identification number is 105905, 105923, 801449, 801458.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

As used herein the word "Borrower" now means TC Land, LLC.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension

## MODIFICATION OF DEED OF TRUST (Continued)

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or modification, but also to all such subsequent actions.

**APPRAISAL.** In Lender's sole and absolute discretion, Lender may obtain an appraisal(s) of the Real Property under any of the following conditions: (a) in order to comply with any law, rule, or regulation, (b) pursuant to the request or directive of any regulatory authority having jurisdiction over Lender, (c) in the event that Lender determines that it is likely that there has been an adverse change in the value of the Real Property, or (d) after any Event of Default. Any such appraisal(s) shall be prepared by an appraiser satisfactory to Lender and shall be in a form satisfactory to Lender. All appraisal fees and costs shall be paid by Borrower or Grantor upon Lender's demand.

**SURETYSHIP WAIVERS.** Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

**ERRORS AND OMISSIONS.** Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

**VENUE.** The undersigned hereby (a) irrevocably submits to the jurisdiction of any state or federal court in the State of Oregon or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

**CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

**COSTS AND EXPENSES.** Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 28, 2022.**

MODIFICATION OF DEED OF TRUST  
(Continued)

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GRANTOR:

TC LAND, LLC

By: Tim Paschke

Timothy A Paschke, Member of TC Land, LLC

By: Chantel R Paschke

Chantel R Paschke, Member of TC Land, LLC

X Tim Paschke

Timothy A Paschke, Individually

X Chantel R Paschke

Chantel R Paschke, Individually

LENDER:

UMPQUA BANK

X [Signature]

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF California

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) SS

COUNTY OF Tehama

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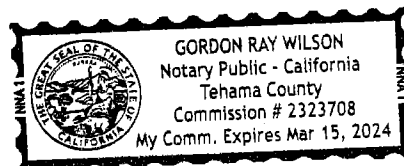
On this 14 day of April, 20 22, before me, the undersigned Notary Public, personally appeared **Timothy A Paschke, Member of TC Land, LLC and Chantel R Paschke, Member of TC Land, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By: [Signature]

Notary Public in and for the State of California

Residing at 220 Bluff, CA

My commission expires 3/15/2024



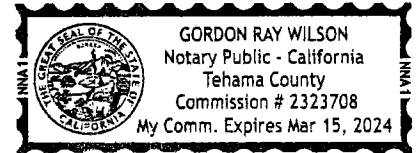
MODIFICATION OF DEED OF TRUST  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Tehama

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **Timothy A Paschke and Chantel R Paschke**, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of April, 2022.

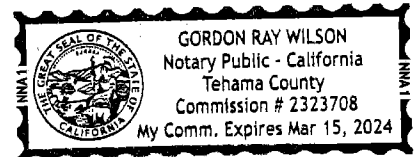
By [Signature]  
Notary Public in and for the State of California

Residing at Red Bluff CA  
My commission expires 3/15/2024

LENDER ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Tehama

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) SS  
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On this 14 day of April, 2022, before me, the undersigned Notary Public, personally appeared Matthew Patrick and known to me to be the AVP/Commercial Relation, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Umpqua Bank.

By [Signature]  
Notary Public in and for the State of California

Residing at Red Bluff CA  
My commission expires 3/15/2024