

2022-011101

Klamath County, Oregon 09/13/2022 01:33:01 PM

Fee: \$107.00

RECORDING COVER SHEET (Please Print or Type) this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

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Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS:
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Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS;
THE COUNTY RECORDING OFFICE
THIS SPACE RESERVED FOR USE BY

MODIFICATION OF LINE OF CREDIT DEED OF TRUST AND FIXTURE FILING

NOTICE: THE DEED OF TRUST BEING MODIFIED HEREIN IS A LINE OF CREDIT INSTRUMENT. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE SECURED OBLIGATIONS (AS DEFINED HEREIN) IS \$57,419,000.00. IN ADDITION, THIS DEED OF TRUST SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THIS DEED OF TRUST, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR LOAN MATURITY DATES AS LATE AS NOVEMBER 1, 2026 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Line of Credit Deed of Trust and Fixture Filing (this "Modification"), dated as of September 7, 2022, is made by and between MONSON LAND DEVELOPMENT, LLC, an Oregon limited liability company; and MONSON RANCHES, A WASHINGTON LIMITED PARTNERSHIP, a Washington Limited Partnership (collectively "Grantor"), whose address is 63615 E. Jacobs Road, Benton City, WA 99320, in favor of AmeriTitle, LLC ("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 as of January 22, 2021, was executed in favor of Beneficiary, which was recorded on March 3, 2021, as Instrument No. 2021-003230 in the Official Records of Klamath County, Oregon (as modified, amended or restated, the "<u>Deed of Trust</u>"), covering the land described on the attached <u>Exhibit A</u>;

WHEREAS, the Deed of Trust secures, among other things, the payment and performance of indebtedness evidenced by the Note dated June 27, 2022, payable to the order of Beneficiary, in the initial face principal amount of Ten Million and No/100 Dollars (\$10,000,000.00); the Note dated June 27, 2022, payable to the order of Beneficiary, in the initial face principal amount of Three Million and No/100 Dollars (\$3,000,000.00); and the Note dated June 27, 2022, payable to the order of Beneficiary, in the initial face principal amount of Seventeen Million Five Hundred Thousand and No/100 Dollars (\$17,500,000.00) (collectively, the "Notes");

WHEREAS, the parties hereto are amending the Notes pursuant to those three certain Amendments No. 1 to Note dated on or around even date herewith (and as they may be extended, renewed, modified, amended or restated from time to time, the "Amendments") and the parties wish to acknowledge that the obligations secured by the Deed of Trust previously evidenced by the Notes are now additionally evidenced by the Amendments;

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

Note No.	Date of Note	Principal Amount	Final Installment Date
6043752	June 27, 2022	\$9,400,000.00	June 1, 2024
Note No.	Date of Note	Principal Amount	Final Installment Date
6043753	June 27, 2022	\$11,500,000.00	June 1, 2024
Note No.	Date of Note	Principal Amount	Final Installment Date
6045461	June 27, 2022	\$20,000,000.00	June 1, 2024
Note No.	Date of Note	Principal Amount	Final Installment Date
6347878	June 27, 2022	\$4,000,000.00	June 1, 2024
Note No.	Date of Note	Principal Amount	Final Installment Date
6242851	December 17, 2018	\$1,945,000.00	November 1, 2022

Note No.	Date of Note	Principal Amount	Final Installment Date
6245989	June 17, 2019	\$1,592,000.00	August 1, 2024
Note No.	Date of Note	Principal Amount	Final Installment Date
6347703	June 21, 2021	\$1,167,000.00	November 1, 2026
Note No.	Date of Note	Principal Amount	Final Installment Date
6367950	March 3, 2022	\$5,000,000.00	June 1, 2023
Note No.	Date of Note	Principal Amount	Final İnstallment Date
6316220	June 27, 2022	\$2,815,000.00	January 1, 2023

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 Amendments.
- 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 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.
- **2.2** 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.
- **2.3** 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.
- **2.4 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.

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.

written.	
GRANTOR: MONSON LAND DEVELOPMENT, LLC	
By: Monson, Manager	· ·
MONSON RANCHES, A WASHINGTON LIMI By: Monson Cattle Co., General Partner	TED PARTNERSHIP
By: M. H. William A. Monson, President	
BENEFICIARY: NORTHWEST FARM CREDIT SERVICES, PC	·A
By Aubot Picel Authorized Agent	
STATE OF Washington)ss.	
wonson, known to me to be a Manager in Monson	, 2011, before me personally appeared William A. Land Development, LLC, the limited liability company which that he executed the same as such Manager and in the limited Printed name Gabrie Sands
State of Washington Commission # 21016930 My Comm. Expires Mar 4, 2025	Residing at Richland, Wr My commission expires MAR 4, 2025
STATE OF Washington	
County of Benton)ss.	
as a general partner in Monson Ranches, A Washing	, 2012 , before me personally appeared William A. In Cattle Co., the corporation that executed the within instrument ton Limited Partnership, the partnership that executed the within executed the same as such general partner and in the partnership ne was authorized to execute said instrument.
GABRIEL SANDS Notary Public State of Washington Commission # 21016930 My Comm. Expires Mar 4, 2025	Printed name Gabriel Sands Notary Public for the State of Washington Residing at Kitchland WA My commission expires MAR 4, 2015

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

Modification of Line of Credit Deed of Trust and Fixture Filing (Monson Ranches/Note Nos. 6043752, 6043753, 6045461, 6347878, 6242851, 6245989, 6347703, & 6367950; Goose Ridge Development Corporation/Note No. 6316220)

STATE OF Washington)ss.	
Credit Services, PCA, that executed the within	before me personally appeared, known to me to be an authorized agent of Northwest Farm in instrument, and acknowledged to me that such corporation executed stated that he/she was authorized to executed said instrument.
MARIA L. GODINEZ Notary Public State of Washington License Number 83864 My Commission Expires June 22, 2026	Printed name MAKIA CODINEZ Notary Public for the State of WA Residing at Pichland My commission expires June 22, 2826

EXHIBIT A PROPERTY DESCRIPTION

PARCEL 1:

The NE1/4 of Section 19 and the SE1/4 of Section 18, all in Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

The NW1/4 of Section 20, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

The SW1/4 of the SW1/4 of Section 17, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4:

The SE1/4 SW1/4 and W1/2 SW1/4 SE1/4 of Section 17, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 5:

The E1/2 of the SW1/4 and Government Lots 3 and 4, Section 18, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 6:

The W1/2 NW1/4 NE1/4 of Section 21, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING an easement 60 feet wide on the North side for access

PARCEL 7:

The NE1/4 SW1/4 of Section 21, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 8:

The SE1/4 SE1/4 and the E1/2 SW1/4 SE1/4 of Section 17, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 9:

The NE1/4 of Section 20, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 10:

The NW1/4 of Section 21, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Tax Parcel Nos.:

 $072\ 256298\ 3510-00000-00400;\ 072\ 261148\ 3510-01900-00100;\ 072\ 256341\ 3510-02000-00300;\ 072\ 256261\ 3510-01700-02000;\ 072\ 256289\ 3510-01700-02100;\ 072\ 256270\ 3510-01700-02200;\ 072\ 256323\ 3510-00000-00700;\ 072\ 261424\ 3510-02100-00200;\ 072\ 261460\ 3510-02100-00600;\ 072\ 256252\ 3510-01700-02300;\ 072\ 256387\ 3510-02000-00100;\ 072\ 256378\ 3510-02000-00200;\ 072\ 261442\ 3510-02100-00300$