

2022-013166

Klamath County, Oregon

11/09/2022 09:25:02 AM

Fee: \$97.00

Recording Requested by:

And When Recorded Return To:

American AgCredit, FLCA
255 W. Peckham Lane, Suite 1
Reno, Nevada 89509

The undersigned hereby affirm that there is no Social Security number contained in this document.

MODIFICATION OF DEED OF TRUST

Date: October 31, 2022

Grantor: OreCal Livestock, LLC, a Nevada limited liability company
Grantor's Address: P.O. Box 479, Malin, Oregon 97632

Beneficiary/Grantee: American AgCredit, FLCA
Beneficiary's Address: 255 W. Peckham Lane, Suite 1, Reno, Nevada 89509

Trustee: AmeriTitle
Trustee's Address: 300 Klamath Avenue, Klamath Falls, Oregon 97601

This Modification of Deed of Trust ("Modification and Supplement"), made October 31, 2022, by and between OreCal Livestock, LLC, a Nevada limited liability company (hereinafter referred to as "New Grantor") and American AgCredit, FLCA hereinafter referred to as "Beneficiary".

WITNESSETH

That whereas, on November 3, 2017, Leslie E. Northcutt and Norma V. Northcutt, husband and wife as to Parcels 1 and 3 and Les Northcutt and Norma V. Northcutt, husband and wife as to Parcel 2 (hereinafter referred to as Original Grantor”) did make, execute and deliver to AmeriTitle, as trustee (“Trustee”) for the benefit of Beneficiary, that certain deed of trust (“Deed of Trust”) recorded December 12, 2017, as Instrument No. 2017-014134, official records of Klamath County, State of Oregon covering the real property described therein:

And Whereas, Original Grantor has sold and/or transferred their interest or a portion thereof in the real property secured by the Deed of Trust to New Grantor;

And Whereas, the Deed of Trust provides that the same is also given to secure the payment of such additional loans or advances, with interest thereon, as hereafter may be made to Grantor, or Grantor's successors or assigns, evidenced by a promissory note, guaranty or otherwise; PROVIDED HOWEVER, THAT, such additional loans or advances shall be secured by this Deed of Trust only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Deed of Trust.

Whereas, the parties hereto desire to modify and supplement said Deed of Trust as follows:

NOW, THEREFORE, FOR VALUE RECEIVED, NOTICE OF THE FUTURE ADVANCE IS HEREBY GIVEN AS DESCRIBED BELOW AND THE DEED OF TRUST SHALL BE MODIFIED AND SUPPLEMENTED AS DESCRIBED BELOW:

I. MODIFICATION OF DEED OF TRUST.

A. The paragraph entitled “FOR THE PURPOSE OF SECURING” is hereby replaced with the following:

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness and performance of the obligations evidenced by guaranty(ies) and the following promissory note(s) payable by Grantor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (promissory notes may evidence a revolving line of credit and may contain variable or adjustable interest rate provisions and offer the ability to convert to other interest rate products):

Face Amount	Dated	Maturity Date
\$1,000,000.00	November 3, 2017	November 1, 2027

THIS DEED OF TRUST IS GIVEN TO SECURE NOT ONLY EXISTING INDEBTEDNESS, BUT ALSO SUCH FUTURE ADVANCES, IF ANY, WHETHER SUCH ADVANCES ARE OBLIGATORY OR ARE TO BE MADE AT THE OPTION OF THE BENEFICIARY, OR OTHERWISE, TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THIS DEED OF TRUST.

(2) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Grantor, or Grantor's successors or assigns, evidenced by a promissory note, guaranty or otherwise; PROVIDED HOWEVER, THAT, such additional loans or advances shall be secured by this Deed of Trust only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Deed of Trust; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Deed of Trust; (4) the performance of every obligation and agreement of Grantor whether contained or

incorporated by reference in this Deed of Trust, or contained in any loan document or guaranty executed by Grantor in favor of Beneficiary, with respect to any loan or advance secured by this Deed of Trust; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust, together with interest thereon as herein provided. The foregoing shall hereinafter collectively be referred to as the "Indebtedness". The continuing validity and priority of this Deed of Trust as security for future loans or advances shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Grantor to Beneficiary or no commitment to make loans or advances.

The undersigned do hereby agree that in all other respects not inconsistent herewith the terms of said Deed of Trust, which is incorporated herein by reference thereto, shall remain in full force and effect and be binding hereon. Said Deed of Trust as herein modified and supplemented shall constitute one deed of trust.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

Grantor

OreCal Livestock, LLC, a Nevada limited liability company

By: Leslie Earl Northcutt
Leslie Earl Northcutt, Manager

By: Norma Villegas Northcutt
Norma Villegas Northcutt, Manager

Beneficiary

American AgCredit, FLCA

By: Zack Bunyard
Zack Bunyard, Vice President

[This document must be acknowledged before a Notary Public]

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

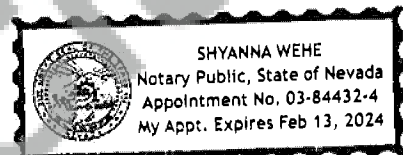
ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Churchill) §

This instrument was acknowledged before me this 3 day of November, 2022, by Leslie Earl Northcutt and Norma Villegas Northcutt as Managers of OreCal Livestock, LLC, a Nevada limited liability company.

Shyanne Wehe
Notary Public

My Commission Expires: 2/13/2024



ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Churchill) §

This instrument was acknowledged before me this 3rd day of November, 2022, by Zack Binyard, Vice President of American AgCredit, FLCA.

Shyanne Wehe
Notary Public

My Commission Expires: 2/13/2024

