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2023-003080  
Klamath County, Oregon  
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Seattle, WA 98104

[SPACE ABOVE THE LINE IS FOR RECORDER'S USE]

Loan Nos. 717610802 & 717610969

### **MODIFICATION OF TRUST DEED**

This MODIFICATION OF TRUST DEED (this ***"Trust Deed Modification"***) dated for reference purposes April 12, 2023, is made by DUANE MARTIN RANCHES, L.P., a California limited partnership, (***"Borrower"***) as grantor, having a mailing address at 2021 Highway 88, Ione, California 95640, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, as beneficiary (***"Lender"***), with an address at c/o PGIM Real Estate Loan Services, Inc., Attn. Ag. Servicing, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan Nos. 717610802 & 717610969, and modifies the Trust Deed, Security Agreement, and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated March 23, 2015, and recorded on April 1, 2015, under Klamath County, Oregon, no. 2015-002938, as partially reconveyed to date (the ***"Original Trust Deed"***, which, together with this Trust Deed Modification, is referred to as this ***"Trust Deed"***).

The Original Trust Deed is modified as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Trust Deed Modification have the meanings defined in the Original Trust Deed. In addition to the Recitals and other definitions in this Trust Deed Modification, the following terms have the following meanings or their meanings modified for all references in this Trust Deed:

***"Trust Deed"*** includes this Trust Deed Modification.

***"Loan"*** and ***"Loans"*** refer to the Loans evidenced by the Notes.

***"Loan Agreement"*** means the Loan Agreement as defined in the Original Trust Deed as amended by the Loan Modification.

***"Loan Documents"*** is as defined in the Loan Modification and includes this Trust Deed Modification, Note 1 (in addition to the "Note" as defined in the Original Trust Deed), the Loan Modification, and all other documents evidencing or relating to the Loans, the payment of the Indebtedness or the performance of the Obligations. However, no obligation under the Indemnity Agreement or any other "Unsecured Obligation" as defined in this Trust Deed is secured by this Trust Deed or any other collateral for the Loans.

***"Loan Modification"*** means the Loan Modification Agreement dated the same as this Trust Deed Modification and entered into between Borrower and Lender.

97

"Note" and "Notes" both mean the following Promissory Notes made by Borrower and payable to the order of Lender:

- (i) Loan in the original principal amount of THREE MILLION SEVEN HUNDRED THOUSAND and no/100 DOLLARS (\$3,700,000.00) evidenced by the Promissory Note dated March 14, 2014 (Loan No. 717610802, "Note 1");
- (ii) Loan in the original principal amount of SIX MILLION and no/100 DOLLARS (\$6,000,000.00) evidenced by the Promissory Note dated March 23, 2015 (Loan No. 717610969, "Note 2"); and
- (iii) and all modifications, renewals or extensions of the foregoing.

The current aggregate outstanding principal balance of the Notes is \$5,750,000.

- 2. **Indebtedness.** The Indebtedness secured by this Trust Deed includes the Loan evidenced by Note 1 in addition to the Loan evidenced by Note 2. An Event of Default under either Note is an Event of Default under this Trust Deed.
- 3. **Trustor's Representations & Warranties.** Trustor warrants and represents to Lender that it has full right, power and authority to enter into this Trust Deed Modification and to perform all its obligations hereunder, and that all information and materials submitted to Lender in connection with the request for this modification contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.
- 4. **Integration; Amendments.** This document and the other Loan Documents referred to in this Trust Deed Modification constitute the entire agreement with Lender with respect to the modification of the Loans and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.
- 5. **Ratification.** Except as modified herein, the terms and conditions of the Loan Documents remain in full force and effect and are hereby affirmed and ratified. This Trust Deed Modification is not intended to and shall not be construed to impair the validity, priority or enforceability of the Original Trust Deed or any of the other Loan Documents.
- 6. **Execution in Counterpart.** This Trust Deed Modification may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Trust Deed Modification may be detached from any counterpart of this Trust Deed Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Trust Deed Modification identical in form hereto but having attached to it one or more additional signature pages.

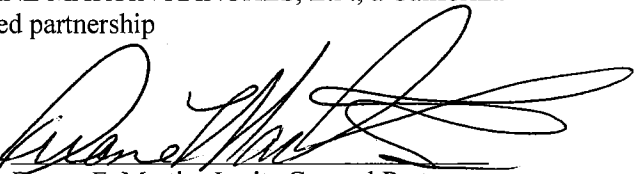
*The rest of this page is left blank intentionally.*

DATED as first above written.

**"Borrower"**

DUANE MARTIN RANCHES, L.P., a California  
limited partnership

By:

  
Duane F. Martin, Jr., its General Partner

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA )

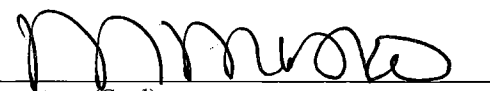
COUNTY OF San Joaquin ) ss.

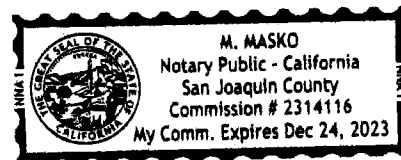
On April 17, 2023, before me, M. Masko,  
(here insert name and title of the officer), personally appeared  
Duane Franklin Martin Jr., who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

(notary stamp or seal)

WITNESS my hand and official seal.

  
Signature (Seal)



**"Lender"**

THE PRUDENTIAL INSURANCE COMPANY OF  
AMERICA, a New Jersey corporation

By:

Name:

Title:

*[Signature]*

WILLIAM SCIACQUA

VICE PRESIDENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA )

) ss.

COUNTY OF

*Fresno*

On April 20, 2023, before me, Leticia Hernandez, Notary Public,  
(here insert name and title of the officer), personally appeared  
William Sciacqua, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

(notary stamp or seal)

WITNESS my hand and official seal.

Signature (Seal)

*[Signature]*

