

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 and does NOT affect the instrument.

ORS 205.234

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

AFTER RECORDING RETURN TO:

AgWest Farm Credit - Pasco
9915 Saint Thomas Dr
Pasco, WA 99301-8094

TITLE(S) OF THE TRANSACTION(S)

ORS 205.234(1)(a)
Modification of Deed of Trust
Modification of Fixture Filing

DIRECT PARTY(IES) / Grantor(s) – Name(s)

ORS 205.234(1)(b)
Monson Land Development, LLC
Monson Ranches, A Washington Limited Partnership

INDIRECT PARTY(IES) / Grantee(s) – Name(s)

ORS 205.234(1)(b)
AgWest Farm Credit, FLCA

TRUE AND ACTUAL CONSIDERATION – (Amount in dollars or other)

ORS 205.234(1)(d)
\$ 37,531,000.00

If this instrument is being Re-Recorded, complete the following statement:

ORS 205.244(2)

“RERECORDED AT THE REQUEST OF _____
TO CORRECT _____

PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER _____

Return Address:

AgWest Farm Credit-Pasco
9915 Saint Thomas Dr
Pasco, WA 99301-8094

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

This Modification of Deed of Trust and Fixture Filing (this “Modification”), dated as of January 26, 2024, 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, and **AGWEST FARM CREDIT, FLCA, successor in interest to 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 as of January 22, 2021 was executed in favor of AmeriTitle, LLC (“Trustee”), whose address is 300 Klamath Ave., Klamath Falls, OR 97601, for the benefit of Beneficiary, which was recorded on March 3, 2021, as Instrument No. 2021-003229 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, Beneficiary has agreed to make additional loans to be evidenced by that certain Note, dated on or around even date herewith, payable to the order of Beneficiary, in the face principal amount of Four Million Eight Hundred Sixty Thousand and no/100 Dollars (\$4,860,000.00), and that certain Note, dated on or around even date herewith, payable to the order of Beneficiary, in the face principal amount of One Million Sixty Thousand and no/100 Dollars (\$1,060,000.00) (collectively, the “New Note”) and the parties wish to acknowledge that the obligations evidenced by the New Note are among the obligations secured by the Deed of Trust;

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;

Modification of Deed of Trust and Fixture Filing
(Monson Ranches/Note Nos. 6217355, 6222960, 6227257, 6239589, 6239590, 6239592, 6241478, 6241479,
6316239, 6332102, 6332110, 6401191, 6401192)

Note No.	Date of Note	Principal Amount	Final Installment Date
6217355	May 30, 2014	\$500,000.00	November 1, 2024
Note No.	Date of Note	Principal Amount	Final Installment Date
6222960	May 26, 2015	\$250,000.00	November 1, 2025
Note No.	Date of Note	Principal Amount	Final Installment Date
6227257	March 25, 2016	\$2,275,000.00	February 1, 2026
Note No.	Date of Note	Principal Amount	Final Installment Date
6239589	June 4, 2018	\$768,000.00	May 1, 2029
Note No.	Date of Note	Principal Amount	Final Installment Date
6239590	June 4, 2018	\$1,282,000.00	May 1, 2033
Note No.	Date of Note	Principal Amount	Final Installment Date
6239592	June 4, 2018	\$1,045,000.00	May 1, 2025
Note No.	Date of Note	Principal Amount	Final Installment Date
6241478	September 26, 2018	\$5,150,000.00	November 1, 2031
Note No.	Date of Note	Principal Amount	Final Installment Date
6241479	October 17, 2019	\$6,210,000.00	November 1, 2032
Note No.	Date of Note	Principal Amount	Final Installment Date
6332102	January 22, 2021	\$8,325,000.00	November 1, 2033
Note No.	Date of Note	Principal Amount	Final Installment Date
6332110	January 22, 2021	\$2,230,000.00	November 1, 2035
Note No.	Date of Note	Principal Amount	Final Installment Date
6316239	June 27, 2022	\$3,576,000.00	November 1, 2032
Note No.	Date of Note	Principal Amount	Final Installment Date
6401191	January 26, 2024	\$4,860,000.00	Final Installment Date
Note No.	Date of Note	Principal Amount	Final Installment Date
6401192	January 26, 2024	\$1,060,000.00	February 1, 2034

- 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);
- 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.

Modification of Deed of Trust and Fixture Filing
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MONSON RANCHES, A WASHINGTON LIMITED PARTNERSHIP

By: Monson Cattle Co., General Partner

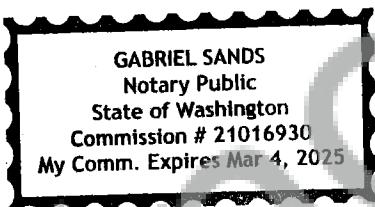
By: William A. Monson
William A. Monson, President

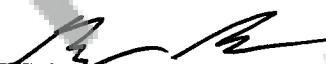
BENEFICIARY:
AGWEST FARM CREDIT, FLCA

By Gabriel Sands
Authorized Agent

STATE OF Washington)
)ss.
County of Benton)

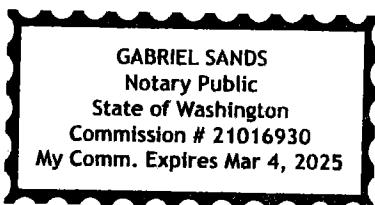
On this 30 day of January, 2024, before me personally appeared William A. Monson, known to me to be a Manager in Monson Land Development, LLC, the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as such Manager and in the limited liability company's name freely and voluntarily.




Printed name Gabriel Sands
Notary Public for the State of Washington
Residing at Richland
My commission expires MAR 4, 2025

STATE OF Washington)
)ss.
County of Benton)

On this 30 day of January, 2024, before me personally appeared William A. Monson, known to me to be the President of Monson Cattle Co., the corporation that executed the within instrument as a partner in Monson Ranches, A Washington Limited Partnership, the partnership that executed the within instrument, and acknowledged that such corporation executed the same as such partner and in the partnership name freely and voluntarily, and on oath stated that he/she was authorized to execute said instrument.




Printed name Gabriel Sands
Notary Public for the State of Washington
Residing at Richland
My commission expires MAR 4, 2025

Modification of Deed of Trust and Fixture Filing
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STATE OF Washington
County of Franklin)ss.

On this 30 day of January, 2024, before me personally appeared Amber Ricard, known to me to be an authorized agent of AgWest Farm Credit, 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.

MARIA L. GODINEZ
Notary Public
State of Washington
License Number 83864
My Commission Expires
June 22, 2026

Printed name Maria L. Godinez
Notary Public for the State of Washington
Residing at Richland
My commission expires June 22, 2026

Unofficial
Copy

Modification of Deed of Trust and Fixture Filing
(Monson Ranches/Note Nos. 6217355, 6222960, 6227257, 6239589, 6239590, 6239592, 6241478, 6241479,
6316239, 6332102, 6332110, 6401191, 6401192)

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

Modification of Deed of Trust and Fixture Filing

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