

Returned at Counter

2021-007362

Klamath County, Oregon



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05/07/2021 03:08:03 PM

Fee: \$102.00

AFTER RECORDING RETURN TO:

Parks & Ratliff
620 Main Street
Klamath Falls, OR 97601

GRANTOR'S NAME AND ADDRESS:

Youth Rising Klamath, an Oregon Domestic
Nonprofit Corporation
63 E 11400 S #168
Sandy, UT 84070

BENEFICIARIES' NAME AND ADDRESS:

Klamath Falls Gospel Mission, an Oregon
Domestic Nonprofit Corporation
c/o AmeriTitle
300 Klamath Avenue
Klamath Falls, OR 97601

SEND TAX STATEMENTS TO:

No Change

MODIFICATION OF TRUST DEED

THIS MODIFICATION of Trust Deed ("Modification") is dated as of March 10, 2021, and is entered into by and between YOUTH RISING KLAMATH, an Oregon Domestic Nonprofit Corporation ("Borrower"), and KLAMATH FALLS GOSPEL MISSION, an Oregon Domestic Nonprofit Corporation ("Lender"), and their successors and assigns, and/or any future owner or holder, including pledgee of the indebtedness secured by the Promissory Note (defined below).

A. On February 15, 2019, Borrower, as Trustor, did make, execute and deliver to AmeriTitle, Inc., a Delaware Corporation, as Trustee, that certain Trust Deed recorded on March 11, 2019, as Instrument No. 2019-002202 of the Official Records of Klamath County, State of Oregon ("Trust Deed"), securing a promissory note dated February 15, 2019 in the original principal amount of \$273,000.00 ("Promissory Note") in favor of Lender; and

B. The parties hereto desire to modify said Trust Deed to conform with Promissory Note Modification Agreement entered into contemporaneously herewith by the parties;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do hereby modify said Trust Deed as follows:

1. The loan secured by said Trust Deed is extended for a period of two (2) years until February 28, 2023, thus modifying the Trust Deed to read as follows:

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Two Hundred Seventy-Three Thousand Dollars and no/cents, with interest thereon according to the terms of the promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest thereof, if not sooner paid, to be sue and payable **February 28, 2023**.

IT IS FURTHER AGREED by and between the parties hereto that in all other respects not inconsistent herewith, the terms of said Trust Deed which are incorporated herein by reference thereto shall remain in full force and effect and be binding hereon. Said Trust Deed as herein modified shall constitute one Trust Deed.

This agreement shall inure to the benefit of, and be binding upon, the heirs, devisees, successors and assigns of the parties hereto. By signing below, the parties accept and agree to the terms and covenants contained in this Modification agreement.

LENDER:

KLAMATH FALLS GOSPEL
MISSION, an Oregon Domestic
Nonprofit Corporation

By: 
Title: CEO - Ex Director

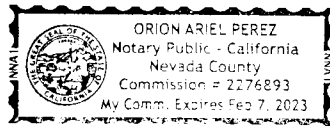
BORROWER:

YOUTH RISING KLAMATH, an
Oregon Domestic Nonprofit
Corporation

By: 
Title: CEO - President

STATE OF California ; County of Nevada) ss.

On April 12th, 2021, BEFORE ME, Orion Ariel Perez, a Notary Public, personally appeared Tasha S. Meyer who provide to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity on behalf of which person acted, executed the ins instrument.



WITNESS my hand and official seal.

Orion Ariel Perez
NOTARY PUBLIC FOR

My Commission expires: 02/07/2023

STATE OF OREGON; County of Klamath) ss.

On April , 2021, BEFORE ME, Paula J Harris, a Notary Public, personally appeared Ammond R Crawford who provide to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity on behalf of which person acted, executed the ins instrument.



WITNESS my hand and official seal.

Paula J Harris
NOTARY PUBLIC FOR OREGON

My Commission expires: Dec 13, 2024

Ammond Crawford

A

Returned at Counter

PROMISSORY NOTE MODIFICATION AGREEMENT

THIS PROMISSORY NOTE MODIFICATION AGREEMENT (hereinafter the "Agreement") is made and entered into effective the 12th day of April, 2021, by and between **YOUTH RISING KLAMATH, an Oregon Domestic Nonprofit Corporation** (hereinafter "Youth Rising"), and **KLAMATH FALLS GOSPEL MISSION, an Oregon Nonprofit Corporation** (hereinafter the "Gospel Mission."

RECITALS

Whereas, Youth Rising has executed and delivered to the Gospel Mission a certain promissory note dated February 25, 2019, in the principal amount of \$273,000.00, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Promissory Note"); and

WHEREAS the Promissory Note is secured by a Trust Deed dated February 15, 2019, recorded March 11, 2019, as Instrument No. 2019-002202 of the Official Records of Klamath County, Oregon (the "Trust Deed"); and

WHEREAS, Youth Rising and the Gospel Mission desire to modify the Promissory Note;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Youth Rising and the Gospel Mission agree as follows:

1. The outstanding principal balance of the Promissory Note as of this date is \$264,567.38. The unpaid principal will continue to accrue interest at the rate of five percent (5%) per annum until the entire outstanding principal balance, together with accrued interest, is paid in full.
2. Youth Rising Klamath and the Gospel Mission have agreed to extend the loan for a period of twenty-four (24) months (or two (2) years)), thus providing that the entire outstanding principal balance, together with accrued interest thereon, shall be due and payable on or before February 28, 2023.
3. Youth Rising and the Gospel Mission have agreed that, in the event of prepayment in full of the obligation evidenced by said Promissory Note, that the outstanding principal balance of the Promissory Note will be reduced by ten percent (10%), and that what will be due and payable at the time of prepayment will be the then-outstanding principal balance, reduced by ten percent (10%), plus accrued interest on the full amount of the outstanding principal balance as of the date of prepayment.
4. In all other respects, the Promissory Note remains in full force and effect as amended.
5. Youth Rising shall be responsible for payment of any and all fees and costs charged by AmeriTitle in modifying its collection escrow account.

92

6. Nothing in this Agreement shall constitute a waiver of any right of the Gospel Mission under the terms of the Promissory Note or the Trust Deed, nor does the Gospel Mission waive any benefit from any obligation imposed upon Youth Rising under said Promissory Note and Trust Deed.

6. It is understood by and between the parties that Youth Rising hereby reinstates any and all rights to which he is entitled under said Promissory Note and Trust Deed.

IN WITNESS WHEREOF, the undersigned have set their hands and seals effective the day and year first above written.

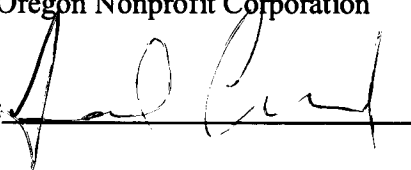
YOUTH RISING KLAMATH,
an Oregon Nonprofit Corporation

By: _____



KLAMATH FALLS GOSPEL MISSION,
an Oregon Nonprofit Corporation

By: _____



**See Attached
CA Acknowledgement**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Nevada }

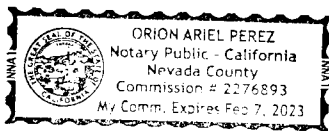
On 04/12/2021 before me, Orion Ariel Perez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tasha S. Meyer
Name(s) of Signer(s)

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.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Orion Ariel Perez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Promissory Note Modification Agreement

Document Date: 04/12/2021 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____