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Parks & Ratliff, P.C. 620 Main Street Klamath Falls OR 97601

06/30/2022 03:04:17 PM

2022-008090

Klamath County, Oregon

Fee: \$92.00

GRANTOR'S NAME AND ADDRESS:

D. Frances Young 905 Prospect St. Klamath Falls, OR 97601

GRANTEE'S NAME AND ADDRESS:

David Grammer and Martha Grammer 2507 Gettle St.

Klamath Falls, OR 97603

SEND TAX STATEMENTS TO:

No Change

AMENDED MEMORANDUM OF CONTRACT OF SALE

DATED:

June 28, 2022

BETWEEN: D. Frances Young

("Seller")

905 Prospect Street

Klamath Falls, OR 97601

AND

David Grammer and Martha Grammer

("Purchaser")

2507 Gettle Street

Klamath Falls, OR 97603

SELLER is the owner of real property located at 2507 Gettle Street, Klamath Falls, Oregon 97603, with the legal description as contained in the Memorandum of Contract. Seller previously agreed to sell the property to the Purchaser, who agreed to buy the property from the Seller under the price and terms set forth in a Contract of Sale that was recorded with the Klamath County Clerk under Instrument No. 2021-003262, which is also reflect in the Memorandum of Contract of Sale recorded as Instrument No. 2021-003261, also memorialized by a recorded Sale Agreement and Receipt for Earnest Money, recorded as Instrument No. 2020-003263, all of which relate to the same transaction provided above. The parties to this agreement hereby modify the Contract of Sale specifically as follows:

1. Section 3. Closing

3.1 Closing Date. The closing date in the Contract of Sale, scheduled for January 22, 2021, has been extended by the parties upon mutual agreement and consideration exchanged. The parties desire to extend the closing date for the Contract of Sale, providing the Purchasers the ability to pay the full payment for the property to Seller on or before September 15, 2022. The parties also acknowledge the following:

- (a) All payments on the property from April 2021 have been made by David Grammer and Martha Grammer, including interest at the rate of three percent (3%) per annum.
- (b) Additionally, the parties wish to specifically acknowledge that, notwithstanding the recorded documents, the down payment towards the purchase price was for the amount of \$9,000.00, and there remains due and owing the principal amount of \$150,000.00.
- (c) The Purchasers shall be obtaining their own independent loan in order to pay to the Seller the full amount of the remaining purchase price, which is the amount of \$150,000.00, before the new extended closing date of September 15, 2022.
- (d) The parties expressly consent to amend the Contract of Sale as set forth herein, and further agree to the modification of the terms of the Contract of Sale knowingly, voluntarily, and without compulsion as evidenced by their signatures set forth.
- (e) The previously identified recorded instruments shall be viewed as comporting entirely with the content of this writing. All other terms and provisions of the written agreement between the parties shall remain in full force and effect, and it is recognized that the parties have the right to enforce the agreement into which they have entered, which has been modified by this amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amended Memorandum of Contract of Sale the day and year first above written.

SELLER:

D. Frances Young

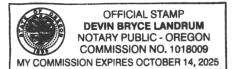
PURCHASER:

David Grammer

Martha Grammer

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 29th day of 2022, by D. Frances Young.



NOTARY PUBLIC FOR OREGON
My Commission expires: 10-14-25

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 29th day of 5we, 2022, by David Grammer and Martha Grammer.

OFFICIAL STAMP
DEVIN BRYCE LANDRUM
NOTARY PUBLIC - OREGON
COMMISSION NO. 1018009
MY COMMISSION EXPIRES OCTOBER 14, 2025

NOTARY PUBLIC FOR OREGON
My Commission expires: 10-14-25