

2022-009439

Klamath County, Oregon

08/02/2022 02:41:01 PM Fee: \$97.00

AFTER RECORDING, RETURN TO:

Columbia State Bank 505 W Riverside Avenue, Suite 450 Spokane, WA 99201 John Bartels

PREPARED BY:

Peirson Patterson 2310 W. Interstate 20, Ste 100 Arlington, TX 76017 (817) 461-5500

[Space Above This Line For Recording Data]

Loan Modification Agreement

Loan # 21701341

This Loan Modification Agreement ("Agreement"), made this Twelfth day of July, 2022, between Timothy C Parks and Darla D Parks, as tenants by the entirety ("Borrower") and U.S Bank National Association, as custodian/trustee for Federal Agricultural Mortgage Corporation Programs ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 12, 2017 and recorded in 2017-005469 on May 18, 2017, of the Real Property Records of Klammath County, Oregon, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

Agricultural land Klammath County, Oregon [Property Address]

the real property described being set forth as follows:

See Exhibit A attached hereto.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of July 12, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$290,013.78, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. Cross Collateralization. In addition to the Note, this Security Instrument secures the obligations, debts and liabilities evidenced by loan number 40004004, plus interest thereon, which is payable by Grantor to Lender and/or Federal Agricultural Mortgage Corporation. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the loans referenced herein are cross-collateralized and have been sold by Lender to the Federal Agricultural Mortgage Corporation.

3. Cross Default. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that on the date hereof, any default under the Security Instrument or the Note referenced herein shall be deemed a default of that one certain loan which has been sold to the Federal Agricultural Mortgage Corporation and is referenced as Loan number 40004004 which loan is evidenced by a Note in the amount of \$526,260.00 and secured by a security instrument dated July 12, 2022

The original Note and Security Instrument are so modified.

- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Listy c. Role 7/20/22

Timothy C Parks

Date

Darla D Parks

[Sign Originals Only]

U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs

attorney in

	STATE OF OREGON COUNTY OF COUNTY
(The toregoing instrument was acknowledged before me this
\nearrow	Timethy C Parks and Darla D Parks
_	Motary Public 186 186 186 11 11 11 11 11 11 11 11 11 11 11 11 11
	My commission expires: OFFICIAL STAMP
	NOTARY PUBLIC-OREGON COMMISSION NO. 992239 MY COMMISSION EXPIRES OCTOBER 01, 2023
	STATE OF MINNESOTA Kentucky COUNTY OF <u>Jefferson</u>
	This instrument was acknowledged before me on July 39, 2033 by Alan N. Singleton, as attorney in fact of U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs, on behalf of said entity.
	(Seal) if any) Signature of notarial officer Notary Public
	Title (and Rank) My commission expires: 6 7 3036 NY COMMISSION
	6/7/2026 6/7/2026

EXHIBIT "A"

PARCEL 1

All that portion of the SE 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, lying and being North of the North boundary line of the right of way of the Great Northern Railway Company, (which right of way is described in instrument of record in Deed Book 95 on page 499) and as said right of way is now located, established and extending over and across the said SE 1/4 of said Section 6, from the East to the West Boundary lines thereof; Excepting rights of way heretofore conveyed the United States of America; ALSO EXCEPTING THEREFROM, any portion lying within the limits of the County Road along the East one half of said Section 6.

EXCEPT those portions conveyed to the United States by Deed: Recorded October 13, 1908 in Volume 25, page 134, recorded October 9, 1935 in Volume 105, page 261, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM all that portion lying within Malone Road.

PARCEL 2

The S 1/2 of the NW 1/4 of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, less that portion of the right-of-way of Hill Road.

ALSO EXCEPT THEREFROM the USBR Little Adams Canal in Deed recorded October 13, 1908 in Volume 25, page 135, Deed records of Klamath County, Oregon.

PARCEL 3

Unsurveyed Parcel 2 of Land Partiton 30-16, a portion of the E1/2 of Section 2, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon duly recorded on March 22, 2017 in 2017-003034, Klamath County records.