

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

MODIFICATION OF TRUST DEED & AMENDMENT TO PROMISSORY NOTE

THIS AGREEMENT is made this 18th day of August, 2023, between Myla Vaught, Kevin Vaught, Michael Gray, Jr., Sheri Henry-Spencer, Lisa Henry-Spencer and Savannah Wiersma, whose address is 4427 Bartlett Avenue, Klamath Falls, OR 97603 (hereinafter the "GRANTOR/BORROWER") and Colleen D. Vaught-Gray, whose mailing address is P.O. Box 513, Fort Klamath, OR 97626, (hereinafter the "BENEFICIARY/NOTE HOLDER").

RECITALS

It is acknowledged that:

The GRANTOR/BORROWER is the fee simple owner of that certain real property described as 4427 Bartlett Avenue, Klamath Falls, OR 97603, and the BENEFICIARY/NOTE HOLDER holds an equitable interest in said parcel (hereinafter the "PROPERTY").

The BORROWER executed that certain Deed of Trust (hereinafter the DEED OF TRUST") dated July 1, 2022 in favor of BENEFICIARY/NOTE HOLDER which encumbers the PROPERTY and secures the payment of that certain PROMISSORY NOTE dated July 1, 2022 in the amount of \$212,500 plus costs which was executed in favor of BENEFICIARY/NOTE HOLDER". Said Deed of Trust was recorded on August 5, 2022 as Document #2022-009557 in the Official Public Records of Klamath County, Oregon. Said Deed of Trust describes land therein as :

Parcel 2 of Land Partition 36-04, replat of Lot 11 and a portion of Lot 14 of VILLA SAINT CLAIR situated in the NW ¼ NW ¼ of Section 14, T39S, R09E, Klamath County, Oregon.

The GRANTOR/BORROWER and BENEFICIARY/NOTE HOLDER agree to MODIFY AND AMEND the PROMISSORY NOTE AND DEED OF TRUST as follows:

1. The amount of the promissory note will be modified two hundred twelve thousand five hundred dollars (\$212,500.00). The words "plus Costs" shall be deleted.
2. Interest began to accrue on the promissory note as of July 1, 2022.
3. Any references in the Deed of Trust shall be understood to include the modifications listed above
4. On page 8 of the Trust Deed, under the section entitled "Note", the amount borrowed shall read two hundred twelve thousand five hundred dollars (\$212,500.00)
5. On page 7 of the Deed of Trust, the reference to Brookhurst PUD, LLC is deleted. The Grantor shall be as defined above.
6. In the event the terms of his modification Agreement shall clash with any provisions of either the Promissory Note or Trust Deed, this Modification Agreement shall control.


All of the other terms of the DEED OF TRUST AND PROMISSORY NOTE shall remain in full force and effect, except as amended and

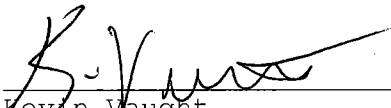
referenced by this combined Modification and Amendment.

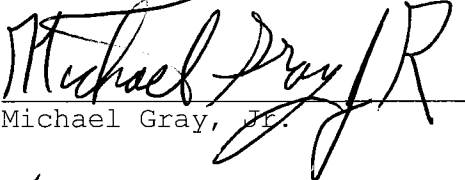
As of the date hereof the unpaid principal balance owed on the Note is \$210,404.99 together with interest at the rate of four percent (4%) per annum from August 15, 2023 and shall be paid in monthly principal and interest installments in the current amount of not less than \$1,010.00. Said payments are due on the 15th day of each month, with the next installment due September 15, 2023, continuing until paid in full.

It is agreed between the parties that by signing this combined Modification and Amendment they in no way impair the security now held by and the debt owed to the Seller/Note Holder.

This document may be signed and delivered in counterparts, each of which shall be deemed as an original.


Myla Vaught

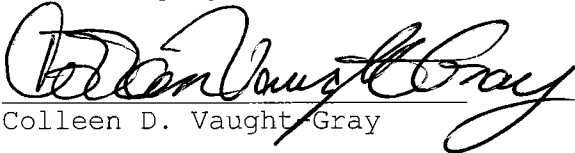

Kevin Vaught


Michael Gray, Jr.


Sheri Henry-Spencer


Lisa Henry-Spencer



Savanah Wiersma


Colleen D. Vaught Gray

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 15th day of August, 2023, the above-named Myla Vaught, Grantor and acknowledged the foregoing instrument to be her voluntary act.

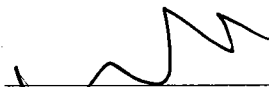



Notary Public for Oregon
My Commission expires: 12/22/24

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 15th day of August, 2023, the above-named Kevin Vaught, Grantor and acknowledged the foregoing instrument to be his voluntary act.





Notary Public for Oregon
My Commission expires: 12/22/24

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 18th day of August, 2023,
the above-named Michael Gray, Jr. and acknowledged the foregoing
instrument to be his voluntary act.

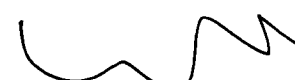



Notary Public for Oregon
My Commission expires: 12/22/24

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 18th day of August, 2023,
the above-named Sheri Henry-Spencer, Grantor and acknowledged the
foregoing instrument to be her voluntary act.





Notary Public for Oregon
My Commission expires: 12/22/24

STATE OF OREGON)
) ss.
County of Klamath)

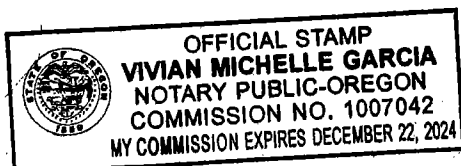
Personally appeared before me this 18th day of August, 2023,
the above-named Lisa Henry-Spencer, Grantor and acknowledged the foregoing
instrument to be her voluntary act.





Notary Public for Oregon
My Commission expires: 12/22/24

STATE OF OREGON)
) ss.
County of Klamath)

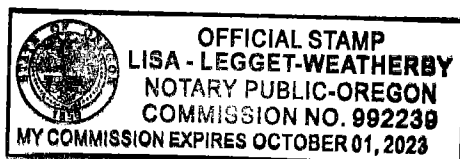
Personally appeared before me this 18th day of August, 2023,
the above-named Savanah Wiersma, Grantor and acknowledged the foregoing
instrument to be her voluntary act.

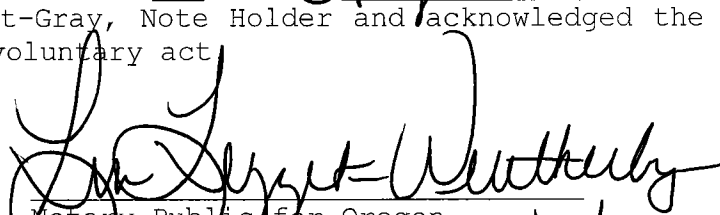



Notary Public for Oregon
My Commission expires: 12/22/24

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 29 day of August, 2023,
the above-named Collen D. Vaught-Gray, Note Holder and acknowledged the
foregoing instrument to be her voluntary act.




Notary Public for Oregon
My Commission expires: 10/1/2023