

After Recording Return To:

First Community Credit Union
200 N. Adams St
Coquille, OR 97423
Attn: Loan Servicing

____ [Space Above This Line For Recording Data] _____

CONSTRUCTION MODIFICATION AGREEMENT
(Fixed Interest Rate)

This Construction Modification Agreement (the "Agreement"), made and effective this 9th day of April, 2024, between First Community Credit Union ("Lender") and Criss Duncan ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing fixed interest rate Note (the "Fixed Rate Note") to Lender dated the 5th day of February, 2024, in the original principal sum of U.S. \$620,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Fixed Rate Note and recorded as Instrument No. 2024-000990, in the Real Estate Records of Klamath County. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

19220 Drazil Rd, Malin, Oregon 97632
[Property Address]

the real property described being set forth as follows:

Parcel 1:

All that portion of the SE1/4 SW1/4 lying South of the Irrigation ditch which runs through the said forty in Section 33, Township 40 South, Range 12 East of the Willamette Meridian; SAVING AND EXCEPTING The potato cellar in the Southeast corner of said described tract, being a tract of land 36 feet North and South by 152 feet East and West; and EXCEPTING a right of way 16 feet wide to the Northwest corner of said potato cellar and along the North side of said cellar to the North and South road along the East side of said cellar for ingress and egress from other land as reserved by former owners; AND ALSO EXCEPTING part of the SE1/4 SW1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, as follows:

Beginning at a point on the East line of said SE1/4 SW1/4 of Section 33 and the center line of the irrigation ditch which runs through said SE1/4 SW1/4; thence South along said East line of said SE1/4 SW1/4 a distance of 193 feet; thence West a distance of 250 feet; thence North and parallel with the East line of said SE1/4 SW1/4 a distance of 239 feet to the center line of said irrigation ditch; thence Easterly along said center line to the point of beginning. AND FURTHER EXCEPTING, A portion of the E1/2 SW1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of the E1/2 SW1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, which point is 1309 feet more or less South of the middle of the County Road known as Drazil Road, formerly Turkey Hill Road, said point is also the intersection of the West line of the E1/2 SW1/4 and irrigation ditch running through said section; thence South along said West line of the E1/2 SW1/4 377 feet; thence East 692 feet more or less to the center line of irrigation ditch running through said Section 33; thence following center line of said ditch in a Northwesterly direction to the point of beginning.

TOGETHER WITH all that portion lying Southerly of the boundary line description in Boundary Line Agreement recorded March 6, 2012 as Instrument Number 2012-002393.

AND EXCEPTING THEREFROM all that portion lying Northerly of the boundary line description in Boundary Line Agreement recorded March 6, 2012 as Instrument Number 2012-002393.

Parcel 2:

That part of the E1/2 E1/2 of Section 32 and part of the W1/2 SW1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, described as beginning at the Southwest corner of the E1/2 SE1/4 of Section 32, Township 40 South, Range 12 East of the Willamette Meridian, and running thence North along the forty line a distance of 1300 feet, more or less, to a point where the center line of the East-West Canal of the Shasta View Irrigation District extended meets the forty line; thence East a distance of 65 feet, more or less, to a point on the West bank of said North-South canal of Shasta View Irrigation District; thence South along the West bank of said North-South Canal a distance of 10 feet to a point; thence easterly following the South bank of said East-West Canal, through the E1/2 SE1/4 of Section 32, and the W1/2 SW1/4 of Section 33, both in said Township 40 South, Range 12 East of the Willamette Meridian, to the Easterly line of the W1/2 SW1/4 of Section 33; thence South along the Easterly line of the W1/2 SW1/4 of Section 33 to the Township line; thence Westerly along the township line to the point of beginning, being in the E1/2 SE1/4 of Section 32 and the W1/2 SW1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian:

SAVING AND EXCEPTING a tract of land described as beginning at an iron pin on the South section line which lies West 781.5 feet from the Southeast corner of the SW1/4 SW1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian and running thence North a distance of 95 feet to an iron pin; thence North 56°35' West a distance of 961 feet to an iron pin; thence South 33°25' West a distance of 45 feet to an iron pin which lies on the East bank of the Shasta View Irrigation Canal; thence South 36°25' East along the East bank of the above mentioned canal a distance of 200.00 feet to an iron pin; thence continuing along the East bank of the above mentioned canal South 30 degrees 14' East a distance of 492.8 feet to an iron pin which lies on the Section line; thence East along the section line a distance of 460 feet, more or less, to the point of beginning, being in the SW1/4 SW1/4 of Section 33 and in the SE1/4 SE1/4 of Section 32, both Sections in Township 40 South, Range 12 East of the Willamette Meridian, said excepting being for the West Reservoir.

TOGETHER WITH all that portion lying Southerly of the boundary line description in Boundary Line Agreement recorded March 6, 2012 as Instrument Number 2012-002393.

AND EXCEPTING THEREFROM all that portion lying Northerly of the boundary line description in Boundary Line Agreement recorded March 6, 2012 as Instrument Number 2012-002393.

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property will be completed and that all loan proceeds will be disbursed to Borrower in accordance with the terms of the Fixed Rate Note. Borrower and Lender have agreed to modify the terms of the Fixed Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Fixed Rate Note and Security Instrument):

1. Current Loan Balance. As of April 9th, 2024, the loan amount under the Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. \$620,000.00.

Interest, if any, has been paid through the date of this Agreement.

2. Note Modification. The terms and provisions of the interim construction financing stated in the in Paragraphs 2 and 3 and Construction Loan Addendum Amending Note, Paragraph 1, are amended and modified as follows:

(a) Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of 5.500%. This interest rate shall apply both before and after any default described in the Fixed Rate Note.

(b) Payments. Borrower promises to make monthly interest payments.

Borrower shall pay interest by making a payment every month. Borrower shall continue to make the monthly payments on the 15th day of each month. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Note. The monthly payments shall be applied as stated in the Note.

If on February 14th, 2025 (the "Completion Date"), Borrower still owes amounts under the Fixed Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay those amounts in full on the Completion Date.

Borrower must make the monthly payments at the place stated in the Fixed Rate Note or such other place as Lender may require.

(c) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and payment in full in the event of a sale or transfer of the property, that are stated in the Fixed Rate Note remain in full force and effect.

(d) Compliance with Covenants. Borrower shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows; those marked are applicable:


☒ (a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$60,000.00.


☐ (b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$0.00.

☐ (c) Change in Completion Date. The Unpaid Principal Balance if not paid sooner is due in full not later than February 14th, 2025.

- [](d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.
- [](e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.
4. Recordation. This Agreement may be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Fixed Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Fixed Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

First Community Credit Union


Criss Duncan

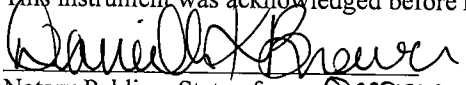
By: Rachel C. Adams

Date of Lender's Signature

Acknowledgment in an Individual Capacity

State of Oregon

County of Klamath

This instrument was acknowledged before me on April 09th, 2024 Criss Duncan.



Notary Public – State of Oregon

Acknowledgment in a Representative Capacity

State of Oregon

County of O Klamath

This instrument was acknowledged before me on April 09th 2024 by
Rachel C. Adams as Loan officer of First
Community Credit Union


Notary Public – State of Oregon

