

2024-003973

Klamath County, Oregon



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05/20/2024 02:47:44 PM

Fee: \$87.00

AFTER RECORDING RETURN TO:

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

GRANTOR'S NAME AND ADDRESS:

Susan Dayle Scott
7403 Kress Drive
Klamath Falls, OR 97603

BENEFICIARIES' NAME AND ADDRESS:

Janis L. Kalina
P. O. Box 6
Malin, OR 97632

SEND TAX STATEMENTS TO:

No Change

MODIFICATION OF TRUST DEED

THIS MODIFICATION of Trust Deed ("Modification") is dated as of the 14 day of MAY, 2024, and is entered into by and between **SUSAN DAYLE SCOTT** ("Borrower") and **JANIS L. KALINA** ("Lender"), and their respective successors and assigns, and/or any future owner or holder, including pledge of the indebtedness secured by the Promissory Note (defined below).

A. On July 1, 2003, Borrower, as Trustor, did make, execute and deliver to Aspen Title & Escrow, Inc., as Trustee, that certain Trust Deed recorded July 7, 2003, in Vol. M03 at page 46600 of the Official Records of Klamath County, Oregon ("Trust Deed"), securing a promissory note dated July 1, 2003, in the original principal amount of \$98,000.00 ("Promissory Note") in favor of Lender;

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

C. The consideration for this modification is the obligations, covenants and/or releases of each party contained in the Stipulated General Judgment entered in Klamath County Circuit Court Case Number 23CV49860;

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 modified as follows: The entire unpaid principal balance, together with accrued and unpaid interest thereon, is payable on the 1st day of May, 2026, thus the Trust Deed is modified to read as follows:

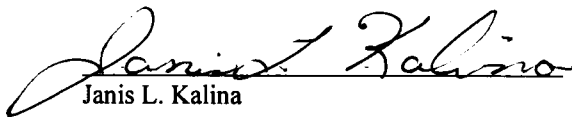
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and the payment of the sum of EIGHTY-ONE THOUSAND TWO HUNDRED FORTY NINE AND 14/100THS DOLLARS, with interest thereon according to the terms of the promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on the 1st day of May, 2026.

IT IS FURTHER AGREED by and between the parties hereto that in all other aspects 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.

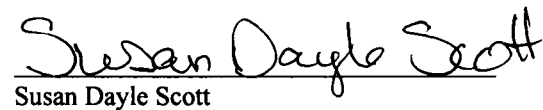
This agreement shall inure to the benefit of, and be binding upon, the heirs, devisees, successors and assigns of the parties hereto.

By signing below, the parties accept and agree to the terms and covenants contained in this Modification of Trust Deed agreement.

LENDER:

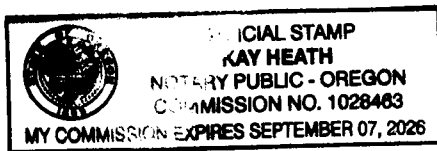

Janis L. Kalina

BORROWER:


Susan Dayle Scott

STATE OF OREGON; County of Klamath) ss.

On May 14, 2024, BEFORE ME, Kay Heath a Notary Public, personal appeared Janis L. Kalina, who provided to me on the basis of satisfactory evidence to be the person whose named is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that, by her signature on the instrument, the person who executed the instrument.

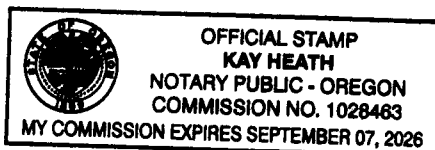


WITNESS my hand and official seal.

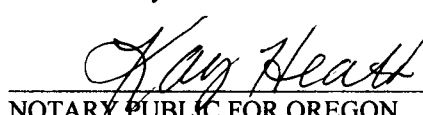

NOTARY PUBLIC FOR OREGON
My Commission expires: 9-7-2026

STATE OF OREGON; County of Klamath) ss.

On May 7, 2024, BEFORE ME, Kay Heath a Notary Public, personal appeared Susan Dayle Scott, who provided to me on the basis of satisfactory evidence to be the person whose named is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that, by her signature on the instrument, the person who executed the instrument.



WITNESS my hand and official seal.


NOTARY PUBLIC FOR OREGON
My Commission expires: 9-7-2026