

AFTER RECORDING RETURN TO:
Willard L. Ransom
Sorenson, Ransom & Ferguson, LLP
133 NW D Street
Grants Pass, OR 97526

MODIFICATION OF PROMISSORY NOTE AND TRUST DEED

1. **PARTIES:** The parties to this agreement are James D. Hitchcock and Nancy C. Hitchcock, Trustees of the James D. Hitchcock and Nancy C. Hitchcock Revocable Living Trust u/a/d 11/10/05, hereafter “LENDER”; and Kedrick D. Davis, Successor Trustee of the Doris A. Davis Living Trust, hereafter “BORROWER”.

2. **RECITALS:**

2.1 On or about July 15, 2011, Kedrick D. Davis, as successor trustee of the Doris A. Davis Living Trust, as Maker/Grantor, executed and delivered to James D. Hitchcock and Nancy C. Hitchcock, Trustees of the James D. Hitchcock and Nancy C. Hitchcock Revocable Living Trust u/a/d 11/10/05, as Beneficiary/Payee, a promissory note in the amount of \$65,000.00 plus interest at the rate of Eleven Percent (11%) per annum, which was secured by a trust deed (hereafter, the “Note” and “Trust Deed”). The Trust Deed was recorded July 20, 2011, as Instrument Number 2011-008466, Klamath County, Oregon Official Records. The legal description for the property is more particularly described on Exhibit “A” attached hereto.

2.2 BORROWER and LENDER, having noted that the loan matured July 19, 2016, but remains unpaid, have agreed to a) extend the maturity of the Note and Trust Deed for ten (10) years; b) increase the monthly installment to \$1,000.00 per month; and c) reduce the interest rate on the Note obligation from 11.00% per annum to 5.50% per annum effective as of the date this Modification is accepted by Pacific Trust Deed Servicing, Inc.

2.3 The parties acknowledge that, as of May 15, 2024, the principal balance on the Note and Trust Deed is \$65,000.00, with interest paid through April 19, 2024. The parties agree that the installments are current through the installment due May 19, 2024.

3. **MODIFICATIONS:** In consideration of the mutual covenants herein contained, the parties have agreed to modify the terms of the Note and Trust Deed as follows:

3.1 The parties agree and acknowledge that the unpaid principal balance of the Note obligation is \$65,000.00. The principal balance shall be repaid, together with interest at five and one-half percent (5.50%) per annum, with the reduced interest rate to be effective upon acceptance of this Modification by Pacific Trust Deed Servicing, Inc. The parties also agree that monthly installments shall increase to \$1,000.00 per month, including both principal and interest.

3.2 The terms of the Note and repayment shall be as follows:

3.2.1 Commencing with the installment due July 19, 2024, the Note balance shall be paid in monthly installments of not less than \$1,000.00 per month, including principal and interest, plus any required Buyer Payment Fees due to the collection escrow agent. Monthly installments shall be paid by the 19th day of each month thereafter until June 19, 2034, when the entire balance of principal and accrued interest due pursuant to the Note and Trust Deed shall mature and be fully due and payable. BORROWER shall continue to pay all real property taxes and to maintain property insurance directly as required by the Trust Deed.

3.2.2 All payments will be applied first to accrued interest and the balance, if any, to reduction of principal. All or any portion of the unpaid principal balance may be prepaid at any time, without penalty.

3.2.3 If any installment due hereunder is delinquent more than fifteen (15) days, BORROWER agrees to pay a late charge of \$40.00, representing 4% of the monthly installment amount. This provision for payment of late charges shall not be construed as a grace period for payment of any installment due hereunder.

3.2.4 If any installments are not paid when due, the whole sum of both principal and interest shall become immediately due and collectible at the option of the holder of the Note.

3.2.5 In the event the real property subject of the Trust Deed is further sold, conveyed, transferred or disposed of by BORROWER, then LENDER shall have the right, at LENDER’S option, to declare all sums secured hereby immediately due and payable. Should LENDER elect to consent to such sale or transfer without acceleration of the entire unpaid balance, such consent shall not be construed as a consent to any other sale or transfer, or construed as a waiver of LENDER’S option to accelerate as to any other sale or transfer.

3.2.6 The parties acknowledge that this Modification shall only be effective upon execution by all parties and acceptance of the recorded Modification by Pacific Trust Deed Servicing, Inc. The parties agree that BORROWER shall pay attorney fees, not to exceed \$600.00, for preparing this Modification and \$106.00 estimated for recording fees, which shall be paid prior to recording. BORROWER also agrees to pay Pacific Trust Deed directly for any costs required to process this Modification.

3.2.7 Except as modified herein, the remaining terms and conditions of the Note and Trust Deed executed by BORROWER as set forth herein shall remain unchanged. The parties acknowledge that this Modification shall not affect the priority of the Trust Deed pursuant to ORS 87.095. All payments shall be made through Pacific Trust Deed Servicing, Inc., with reference to Account Number 11183.

4. **ATTORNEY FEES:** If this Modification or the original promissory note are placed in the hands of an attorney for collection, BORROWER agrees to pay the reasonable collection costs, including attorney fees, of LENDER hereof; and if suit or action is filed thereon, BORROWER also agrees to pay LENDER'S costs, disbursements and reasonable attorney fees in any such suit or action or any appeal thereof. Such sums shall include reasonable attorney fees and legal expenses for the anticipated future costs of collection or enforcement of any order or judgment rendered in any legal proceeding awarded in connection with the Note. In addition, LENDER shall be entitled to recover reasonable attorney fees, costs, and legal expenses if LENDER employs an attorney to take any action, judicial or otherwise, in any bankruptcy, insolvency, or similar proceeding in connection with any default of the Note by the undersigned.

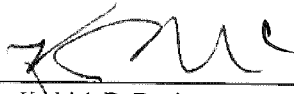
5. **LEGAL REPRESENTATION OF THE PARTIES:** This modification was prepared for LENDER by the law firm of Sorenson, Ransom & Ferguson, LLP, and the firm represents LENDER only. BORROWER is not represented, but has had the opportunity to receive independent legal advice regarding this Modification prior to signing.

6. **RATIFICATION:** Except as herein modified, all of the terms, covenants and conditions of the above-described Note and Trust Deed shall remain in force and effect.

DATED this 3rd day of June, 2024.


BORROWER:

Doris A. Davis Living Trust


By: Kedrick D. Davis
Its: Successor Trustee

LENDER:

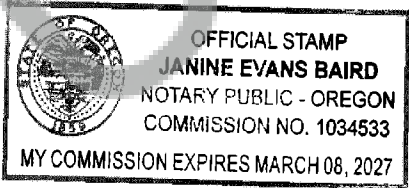
James D. Hitchcock and Nancy C. Hitchcock, Trustees of
the James D. Hitchcock and Nancy C. Hitchcock
Revocable Living Trust u/a/d 11/10/05



By: James D. Hitchcock
Its: Trustee


By: Nancy C. Hitchcock
Its: Trustee

STATE OF OREGON, County of Josephine) ss.

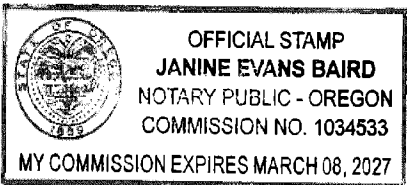
On June 3, 2024, the foregoing instrument was acknowledged before me by James D. Hitchcock and Nancy C. Hitchcock, as Trustees of the James D. Hitchcock and Nancy C. Hitchcock Revocable Living Trust u/a/d 11/10/05.




Notary Public for Oregon
My Commission Expires: 3-8-2027

STATE OF OREGON, County of Josephine) ss.

On June 3, 2024, the foregoing instrument was acknowledged before me by Kedrick D. Davis, as successor trustee of the Doris A. Davis Living Trust.





Notary Public for Oregon
My Commission Expires: 3-8-2027

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

A tract of land situated in the SW1/4 NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of Lot 16 Summers Heights, thence East along the North line of Selma Street, 150 feet, thence Northerly parallel with the East line of Summers Heights 90 feet to the true point of beginning, thence East to the right of way line of the A-3-D Lateral, thence Northerly along said Westerly line to the Southeast corner of Deed in Volume M74 Page 16054, thence South 49° 30' along the South line of Deed Volume M74 Page 16054 to the Southwesterly corner thereof, thence North 29° 42' West to the Southeasterly corner of Deed Volume M69 Page 3492, thence South 45° 38' West a distance of 136.21 feet to a 2 inch iron fence post, thence Southerly parallel to the East line of Summers Lane to the point of beginning.