Klamath County, Oregon

09/06/2024 01:22:02 PM

Fee: \$102.00



Recording Requested by:

And When Recorded Return To:

American AgCredit, FLCA 4505 W. 29th Street Greeley, Colorado 80634

The undersigned hereby affirm that there is no Social Security number contained in this document.

MODIFICATION OF DEED OF TRUST AND NOTICE OF ADDITIONAL ADVANCE

Date: August 26, 2024

Grantor: James Northcutt and Carrie Northcutt, husband and wife

Grantor's Address: P.O. Box 1813, Oakdale, California 95361

Beneficiary/Grantee: American AgCredit, FLCA

Beneficiary's Address: 4505 W. 29th Street, Greeley, Colorado 80634

Trustee: AmeriTitle, LLC

Trustee's Address: 404 Main St., Ste. 1, Klamath Falls, Oregon 97601

This Modification and Supplement to Deed of Trust and Notice of Additional Advance ("Modification and Supplement"), made August 26, 2024, by and between James Northcutt and Carrie Northcutt, husband and wife (hereinafter referred to as "Original Grantor") and American AgCredit, FLCA hereinafter referred to as "Beneficiary".

WITNESSETH

That whereas, on June 8, 2023, Grantor did make, execute and deliver to AmeriTitle, LLC, as trustee ("Trustee") for the benefit of Beneficiary, that certain deed of trust ("Deed of Trust") recorded June 20, 2023, in Instrument No. 2023-004684, official records of Klamath County, State of Oregon covering the real property described therein.

And Whereas, the Deed of Trust provides that the same is also given to secure the payment of such additional loans or advances, with interest thereon, as hereafter may be made to Grantor, or Grantor's successors or assigns, evidenced by a promissory note, guaranty or otherwise; PROVIDED HOWEVER, THAT, such additional loans or advances shall be secured by this Deed of Trust only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Deed of Trust.

Whereas, the parties hereto desire to modify and supplement said Deed of Trust as follows:

NOW, THEREFORE, FOR VALUE RECEIVED, NOTICE OF THE FUTURE ADVANCE IS HEREBY GIVEN AS DESCRIBED BELOW AND THE DEED OF TRUST SHALL BE MODIFIED AND SUPPLEMENTED AS DESCRIBED BELOW:

I. MODIFICATION OF DEED OF TRUST.

A. The paragraph entitled "FOR THE PURPOSE OF SECURING" is hereby replaced with the following:

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) payable by Grantor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (promissory notes may evidence a revolving line of credit and may contain variable or adjustable interest rate provisions and offer the ability to convert to other interest rate products):

Face Amount	Dated
\$65,000.00	June 8, 2023
\$52,000.00	August 26, 2024

THIS DEED OF TRUST IS GIVEN TO SECURE NOT ONLY EXISTING INDEBTEDNESS, BUT ALSO SUCH FUTURE ADVANCES, IF ANY, WHETHER SUCH ADVANCES ARE OBLIGATORY OR ARE TO BE MADE AT THE OPTION OF THE BENEFICIARY, OR OTHERWISE, TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THIS DEED OF TRUST.

the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Grantor, or Grantor's successors or assigns, evidenced by a promissory note, guaranty or otherwise; PROVIDED HOWEVER, THAT, such additional loans or advances shall be secured by this Deed of Trust only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Deed of Trust; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Deed of Trust; (4) the performance of every obligation and agreement of Grantor whether contained or incorporated by reference in this Deed of Trust, or contained in any loan document or guaranty executed by Grantor in favor of Beneficiary, with respect to any loan or advance secured by this Deed of Trust; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust, together with interest thereon as herein provided. The foregoing shall hereinafter collectively be referred to as the "Indebtedness". The continuing

validity and priority of this Deed of Trust as security for future loans or advances shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Grantor to Beneficiary or no commitment to make loans or advances.

The undersigned do hereby agree that in all other respects not inconsistent herewith the terms of said Deed of Trust, which is incorporated herein by reference thereto, shall remain in full force and effect and be binding hereon. Said Deed of Trust as herein modified and supplemented shall constitute one deed of trust.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

Grantor

James Northcutt

Carrie Northcutt

Beneficiary

American AgCredit, FLCA

Name Technie M. Desinos

Title: Associate Relationship Manager

[This document must be acknowledged before a Notary Public]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California)	
County of STANISLAUS)	
On 08/30/2024 before me, MAYR	A R. ARELLANO, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared James Northcutt & Carr	ie Northcutt
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is are edged to me that he/she(the) executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument.
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph s true and correct.
MAYRA R. ARELLANO Notary Public - California Stanislaus County Commission # 2410936	WITNESS my hand and official seal. Signature
My Comm. Expires Jul 17, 2026	Signature of Notary Public
Place Notary Seal Above	SIONAL
Though this section is optional, completing this	rional information can deter alteration of the document or form to an unintended document.
Description of Attached Document	/
Title or Type of Document:	Document Date:
	Named Above:
Capacity(ies) Claimed by Signer(s)	Signer's Name
Signer's Name: Corporate Officer − Title(s):	Signer's Name:
☐ Partner — ☐ Limited ☐ General \ /	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Other: Signer Is Representing:	Signer Is Representing:
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	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California)
County of STANISLAUS)
On 08/30/2024 before me, MAY	RA R. ARELLANO, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Jeannie M. DeSimoni	
	Name(s) of Signer(s)
subscribed to the within instrument and acknoy	y evidence to be the person(s) whose name(s) (is/are windged to me that he(she)they executed the same in, https://der/their signature(s) on the instrument the person(s), acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
MAYRA R. ARELLANO Notary Public - California Stanislaus County Commission # 2410936 My Comm. Expires Jul 17, 2026	WITNESS my hand and official seal. Signature
	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing thi	PTIONAL is information can deter alteration of the document or his form to an unintended document.
Description of Attached Document	
Title or Type of Document	Document Date:
	nan Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner — □ Limited □ Øeneral	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorprey in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	

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