

**After Recording Return To:**

Farmer Mac  
9169 Northpark Dr.  
Johnston, IA 50131  
866-311-3292

**This instrument was prepared by:**

Farmer Mac  
9169 Northpark Dr.  
Johnston, IA 50131  
866-311-3292

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

**MODIFICATION OF MORTGAGE**

This Modification of Mortgage (this “**Modification**”), dated as of December 18, 2024 (the “**Effective Date**”), is entered into between Dylan Johnson and Steve E. Johnson (individually and collectively, “**Borrowers**”), and Agri-A1, LLC (“**Lender**”).

**RECITALS**

A. On or around October 7, 2022, AgAmerica Lending LLC (“**Originator**”), made a loan to Borrower in the original principal amount of \$525,000.00 (the “**Loan**”), which is evidenced by a promissory note dated October 7, 2022, payable to Originator in the amount of the Loan plus interest, and subsequently endorsed by Originator to Lender pursuant to an endorsement thereof.

B. The Loan is secured by, among other things, a Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated October 7, 2022 (the “**Original Security Instrument**”), granted by Borrower, as mortgagor, in favor of Originator, as mortgagee, and recorded in the real property records of Klamath County, Oregon, on October 11, 2022, as Instrument No. 2022-012164, encumbering the real property described on Exhibit A attached hereto and incorporated herein (the “**Land**”). The Original Security Instrument was subsequently assigned by Originator to Lender pursuant to an Assignment of Deed of Trust dated October 7, 2022, and recorded in the real property records of Klamath County, Oregon, on October 11, 2022, as Instrument No. 2022-012166.

C. Borrower has requested that Lender modify the Security Instrument as set forth in this Modification.

D. Lender is willing to enter into this Modification on the terms and provisions set forth herein; *provided, that*, the lien of the Security Instrument, as amended hereby, shall have the same validity, priority, and effect against the Land to the extent said lien had immediately prior to the execution and delivery of this Modification.

E. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Security Instrument.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby mutually agree as follows:

1. **Incorporation by Reference.** The foregoing recitals are true and correct and are incorporated herein as if set forth in full in the body of this Modification.

2. **Modification of Security Instrument.** From and after the Effective Date, Definition of (E) Note in the Security Instrument is hereby amended to read in its entirety as follows:

(E) **“Note”**

Means the promissory note signed by Borrower and dated October 7, 2022 and amended December 18, 2024. The Note states that the Borrower owes Lender Five Hundred Thirty One Thousand Six Hundred Eight-Eight and 60/100 (U.S. \$531,688.60) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2052.

3. **Reaffirmation; Ratification; No Novation.** Borrower hereby ratifies and reaffirms the Security Instrument and all of Borrower's obligations thereunder. Except as expressly modified by this Modification, all terms, covenants, and conditions in the Security Instrument shall remain unchanged and in full force and effect. Nothing in this Modification is, or shall be deemed or construed to be, a novation, cancellation, satisfaction, release, extinguishment, or substitution of the indebtedness evidenced by the Note.

*[remainder of page intentionally blank – signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the Effective Date.

**BORROWER:**

**DYLAN JOHNSON AND STEVEN E. JOHNSON**

By: Dylan Johnson  
Dylan Johnson

By: Steven E. Johnson  
Steven E. Johnson

STATE OF OREGON, COUNTY OF KLAMATH, ss.

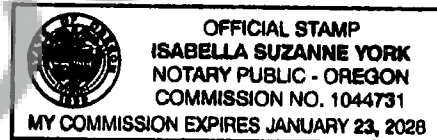
This record was acknowledged before me on the 18<sup>th</sup>, day of DECEMBER, 20 24,  
by Dylan Johnson.

Isabella Suzanne York  
Notary Signature

STATE OF OREGON, COUNTY OF KLAMATH, ss.

This record was acknowledged before me on the 18<sup>th</sup>, day of DECEMBER, 20 24,  
by Steven E. Johnson.

Isabella Suzanne York  
Notary Signature



**LENDER:**

**Agri-A1, LLC**

By: Federal Agricultural Mortgage Corporation  
Its: Attorney-in-Fact under Limited Power of  
Attorney dated November 28, 2023

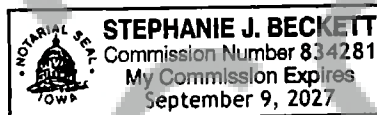
By: Heather Wright

Heather Wright  
Its: Senior Manager – Closing & Servicing

STATE OF IOWA, COUNTY OF POLK, ss.

This record was acknowledged before me on the 31<sup>st</sup>, day of December,  
2024, by Heather Wright, Senior Manager – Closing & Servicing of Federal Agricultural Mortgage  
Corporation, Attorney-In-Fact for Agri-A1, LLC, a Florida limited liability company, under Limited  
Power of Attorney dated November 28, 2023.

Stephanie J. Beckett  
Notary Signature



## **EXHIBIT A**

### **Legal Description of the Land**

#### **PARCEL A:**

UNSURVEYED PARCEL 1 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE NE1/4 SE1/4 OF SECTION 22, THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 27, T39S, R11EWM AND SAID SECTION 22, 23 AND 26; THENCE N00°10'11"E 1333.55 FEET, MORE OR LESS, TO THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 22 AND 23; THENCE WEST, ALONG THE EAST-WEST CENTERLINE OF THE SE1/4 OF SAID SECTION 22 1220 FEET, MORE OR LESS; THENCE, LEAVING SAID EAST-WEST LINE, NORTH 100 FEET; THENCE WEST 100 FEET TO THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 22; THENCE NORTH, ALONG SAID CENTERLINE, 1220 FEET, MORE OR LESS, TO THE C-E 1/16 CORNER OF SAID SECTION 22; THENCE EAST 1320 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SAID SECTIONS 22 AND 23; THENCE S89°56'10"E 3984.50 FEET TO THE C-E 1/16 CORNER OF SAID SECTION 23; THENCE S00°01'05"E, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 23, 2085 FEET, MORE OR LESS; THENCE, LEAVING THE SAID NORTH-SOUTH LINE, S89°46'07"W 1704 FEET, MORE OR LESS, TO A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE POINT OF BEGINNING; THENCE S15°55'01"E 819.20 FEET; THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS; THENCE N34°W 23 FEET, MORE OR LESS; THENCE N86°W 406 FEET; THENCE N08°E 1333 FEET, MORE OR LESS, TO THE SECTION LINE COMMON TO SAID SECTIONS 23 AND 26; THENCE WEST 441 FEET TO THE POINT OF BEGINNING, CONTAINING 297 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

#### **PARCEL B:**

UNSURVEYED PARCEL 2 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 22 AND 27, T39S, R11EWM AND SAID SECTIONS 23 AND 26; THENCE S15°55'01"E 819.20 FEET; THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS; THENCE S34°E 788 FEET, MORE OR LESS; THENCE S64°E 407 FEET; THENCE S56°E 810 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SECTION 26; THENCE EAST, ALONG THE SAID EAST-WEST LINE, 1000 FEET, MORE OR LESS, TO THE CENTERLINE OF WEST LANGELL VALLEY ROAD, AND BEING ON THE BOUNDARY OF PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3 THE FOLLOWING COURSES, NORTHWEST, ALONG THE SAID CENTERLINE, 980 FEET, MORE OR LESS, LEAVING THE SAID CENTERLINE, N70°10'51"E 458.46 FEET AND N73°32'10"E 414.18 FEET TO A POINT ON THE BOUNDARY OF PARCEL 2 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 2 THE FOLLOWING

COURSES, N70°11'58"E 268.13 FEET AND S19°05'52"E 200.72 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3, SOUTHEASTERLY 1779 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SECTION 25, T39S, R11EWM, AND SAID SECTION 26; THENCE, LEAVING THE BOUNDARY OF SAID PARCEL 3, NORTH 1320 FEET, MORE OR LESS, TO THE NORTH 1/16 CORNER COMMON TO SAID SECTIONS 25 AND 26; THENCE WEST 1320 FEET, MORE OR LESS, TO THE NE 1/16 CORNER OF SAID SECTION 26; THENCE NORTH 1320 FEET, MORE OR LESS, TO THE EAST 1/16 CORNER COMMON TO SAID SECTIONS 23 AND 26; THENCE N00°01'05"W, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE 1/4 OF SAID SECTION 23, 576 FEET, MORE OR LESS, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS N89°46'07"W; THENCE N89°46'07"W 1704 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 161 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK