

**RECORDATION REQUESTED BY:**

Washington Mutual Bank doing business as Western Bank  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

Vol. M99 Page 29252

1999 JUL 22 PM 1:59

**WHEN RECORDED MAIL TO:**

Washington Mutual Bank doing business as Western Bank  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

**SEND TAX NOTICES TO:**

Sessler Metals, Inc.  
2851 Broadmore  
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 16, 1999, BETWEEN Sessler Metals, Inc., an Oregon Corporation (referred to below as "Grantor"), whose address is 2851 Broadmore, Klamath Falls, OR 97603; and Washington Mutual Bank doing business as Western Bank (referred to below as "Lender"), whose address is 421 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0322.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated January 15, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded January 21, 1998 as Instrument No. 51963 Volume M98 Page 1836 in Klamath County, Oregon

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, State of Oregon:

See Exhibit "A" attached hereto and by this reference incorporated herein

The Real Property or its address is commonly known as **No Specific Street Number Assigned; Property Faces Both Broadmore & Avalon Streets, Klamath Falls, OR 97603.** The Real Property tax identification number is 527264 & 527344.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Pursuant to the execution of that certain Promissory Note of even date herewith, Grantor hereby agrees that the maturity date of the Deed is extended to July 16, 2004

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

**GRANTOR:**

Sessler Metals, Inc.

By: Charles S. Kujawski  
Charles S. Kujawski, President

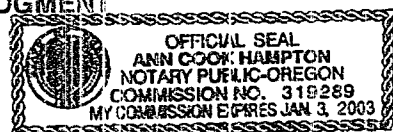
**LENDER:**

Washington Mutual Bank doing business as Western Bank

By: [Signature]  
Authorized Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF OREGON )  
 ) ss  
COUNTY OF KLAMATH )



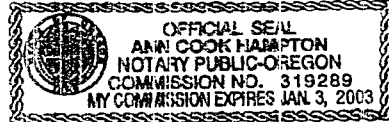
On this 16<sup>th</sup> day of July, 1999, before me, the undersigned Notary Public, personally appeared Charles S. Kujawski, President of Sessler Metals, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: Ann Cook Hampton  
Notary Public in and for the State of OREGON

Residing at KLAMATH FALLS OR  
My commission expires 1-3-03

LENDER ACKNOWLEDGMENT

STATE OF OREGON )  
 ) SS  
COUNTY OF KLAMATH )



On this 16<sup>th</sup> day of October, 1999, before me, the undersigned Notary Public, personally appeared C. P. S. Y. B. R. E. and known to me to be the A. D. P., authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Ann Cook Hampton

Residing at KLAMATH FALLS OR

Notary Public In and for the State of OREGON

My commission expires 1-3-03

EXHIBIT "A"  
Sessler Metals, Inc.

Parcel 1: A parcel of land situated in Section 3, Township 39 South, Range 9 East of the Willamette more particularly described as follows:

Parcels 2 and 3 of Land Partition 43-97, filed October 8, 1997, in Klamath County, Oregon.

TOGETHER WITH an Easement dated August 28, 1997, recorded September 10, 1997 in Volume M97 page 29569, Deed records of Klamath County, Oregon, and an Easement dated August 28, 1997, recorded September 11, 1997, in Volume M97 page 29720, Deed records of Klamath County, Oregon.

Parcel 2: The South 425 feet of Lot 1, Block 4, Tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

State of Oregon, County of Klamath  
Recorded 7/22/99, at 1:59 p.m.  
In Vol. M99 Page 29252  
Linda Smith,  
County Clerk      Fee \$ 20 - 112