

**RECORDATION REQUESTED BY:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

2009-014955  
Klamath County, Oregon



**WHEN RECORDED MAIL TO:**

South Valley Bank & Trust  
Commercial Branch  
P O Box 5210  
Klamath Falls, OR 97601

11/20/2009 03:18:56 PM

Fee: \$47.00

**SEND TAX NOTICES TO:**

Hoss Properties, LLC  
Winema Electric, Inc.  
P.O. Box 173  
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**



THIS MODIFICATION OF DEED OF TRUST dated November 18, 2009, is made and executed between Hoss Properties, LLC; and Winema Electric, Inc., whose address is P.O. Box 173, Klamath Falls, OR 97601 ("Grantor") and South Valley Bank & Trust, whose address is Commercial Branch, P O Box 5210, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 3, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

re recorded on March 7, 2008 in Volume 2008-002952 in the Klamath County Recorder's Office in Klamath Falls, Oregon.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

**PARCEL 1**

Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 16, SECOND RAILROAD ADDITION to the City of Klamath Falls, EXCEPTING THEREFROM that portion of said Lot 11, Block 16, conveyed to the State of Oregon by Deed recorded in Book 280, page 284, Deed Records of Klamath County, Oregon.

**PARCEL 2**

Lots 14 and 13, Block 16, SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as 1335 South 6th Street and 735 Commercial Street, Klamath Falls, OR 97601. The Real Property tax identification number is R-3809-33BC-7400, R3809-33BC-7500, R-3809-33BC-7600.

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

Added Cross Collateralization to original terms of loan.

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 endorsers 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 18, 2009.

GRANTOR:

HOSS PROPERTIES, LLC

By: William L. Schmeck  
William L. Schmeck, Member of Hoss Properties, LLC

By: Cindy M. Schmeck  
Cindy M. Schmeck, Member of Hoss Properties, LLC

WINEMA ELECTRIC, INC.

By: William L. Schmeck  
William L. Schmeck, President of Winema Electric, Inc.

By: Cindy M. Schmeck  
Cindy M. Schmeck, Secretary of Winema Electric, Inc.

LENDER:

SOUTH VALLEY BANK & TRUST

x Charles W. Barry  
Authorized Officer

4700



MODIFICATION OF DEED OF TRUST  
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath

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On this 18th day of November, 20 09, before me, the undersigned Notary Public, personally appeared **William L. Schmeck, Member of Hoss Properties, LLC and Cindy M. Schmeck, Member of Hoss Properties, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon 97601  
My commission expires 5/11/2010

CORPORATE ACKNOWLEDGMENT

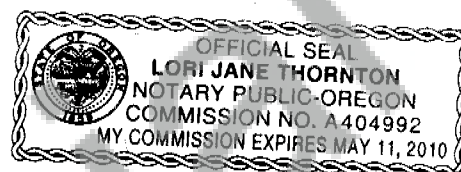
STATE OF Oregon

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COUNTY OF Klamath

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On this 18th day of November, 20 09, before me, the undersigned Notary Public, personally appeared **William L. Schmeck, President of Winema Electric, Inc. and Cindy M. Schmeck, Secretary of Winema Electric, Inc.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon 97601  
My commission expires 5/11/2010

LENDER ACKNOWLEDGMENT

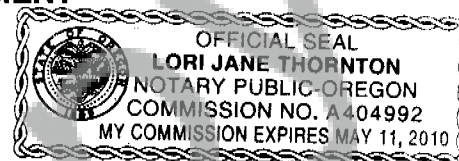
STATE OF Oregon

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COUNTY OF Klamath

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On this 18th day of November, 20 09, before me, the undersigned Notary Public, personally appeared **Angalee Barry** and known to me to be the **Loan Officer**, authorized agent for **South Valley Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **South Valley Bank & Trust**, duly authorized by **South Valley Bank & Trust** 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 in fact executed this said instrument on behalf of **South Valley Bank & Trust**.

By [Signature]  
Notary Public in and for the State of Oregon

Residing at Klamath Falls, Oregon 97601  
My commission expires 5/11/2010