

RECORDATION REQUESTED BY:

PremierWest Bank
Redmond-Nolan Town Center
875 SW Rimrock Way, Suite 100
Redmond, OR 97756

2011-007985

Klamath County, Oregon



00104292201100079850040040

07/06/2011 03:20:47 PM

Fee: \$52.00

WHEN RECORDED MAIL TO:

PremierWest Bank
Redmond-Nolan Town Center
875 SW Rimrock Way, Suite 100
Redmond, OR 97756

SEND TAX NOTICES TO:

The S & H Group, Inc.
2896 NW Melville Drive
Bend, OR 97701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 16, 2011, is made and executed between S & H Group, Inc., a Washington Corporation ("Grantor") and PremierWest Bank, whose address is Redmond-Nolan Town Center, 875 SW Rimrock Way, Suite 100, Redmond, OR 97756 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 21, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the original amount of \$1,000,000.00 recorded in the Official Records of Klamath County, State of Oregon as Recording Number 2008-016957 on December 30, 2008.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lots 52 - 85; 95 - 129; 138 - 171 of CREGAN PARK, Klamath Falls, OR.

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

It is hereby agreed to extend the maturity date from November 5, 2009 to June 14, 2013. The line of credit feature has been removed.

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.

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 JUNE 16, 2011.

GRANTOR:

THE S & H GROUP, INC.

By: William D. Huyette
William D. Huyette, President of The S & H Group, Inc.

By: David W. Sturdevant
David W. Sturdevant, Vice President of The S & H Group, Inc.

LENDER:

PREMIERWEST BANK

X [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

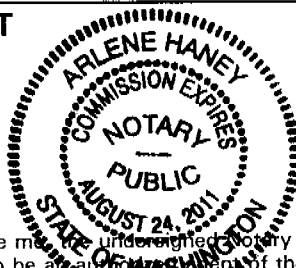
STATE OF Washington
COUNTY OF Clark

)
) SS
)

On this 23rd day of June, 20 11, before me, Arlene Haney, a Notary Public, personally appeared William D. Huyette, President of The S & H Group, Inc., and known to me to be a Washington 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 Arlene Haney
Notary Public in and for the State of WA

Residing at Vancouver, WA
My commission expires Aug. 24, 2011



52bmt

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SHASTA

On JUNE 28, 2011 before me, NADENE FINN
Date Here Insert Name and Title of the Officer

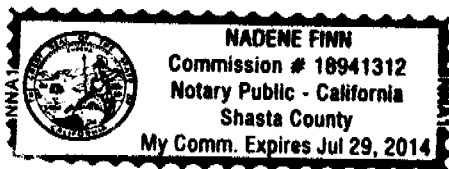
personally appeared MARIO CALLEGARI
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which 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.

WITNESS my hand and official seal.

Signature: Nadene Finn
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: modification DIT

Document Date: 6/6/11 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

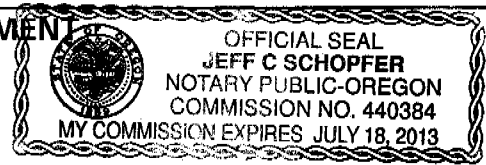
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

CORPORATE ACKNOWLEDGMENT



STATE OF Oregon)
) SS
COUNTY OF Deschutes)

On this 30th day of June, 20 11, before me, the undersigned Notary Public, personally appeared **David W. Sturdevant, Vice President of The S & H Group, 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 [Signature] Residing at Red Oak
Notary Public in and for the State of Oregon My commission expires 7/18/13

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **PremierWest Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PremierWest Bank**, duly authorized by **PremierWest Bank** 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 **PremierWest Bank**.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

Lots 60, 69, 70, 71, 72, 73, 74, 75, 76, 77, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and 129, CREGAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

AND vacated Lots 147 thru 162 of CREGAN PARK in the SW1/4 NW1/4 Section 7, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2

Lots 52 to and including Lot 59; Lots 61 to and including Lot 68; Lots 78 to and including Lot 85; Lots 95 to and including Lot 98; Lots 101 and 102 and Lots 120 to and including Lot 128, All in CREGAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Vacated Lots 138 to and including Lot 146; vacated Lots 163 to and including Lot 171 of CREGAN PARK in the SW1/4 NW1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3

Parcels 1 and 2 of Land Partition 60-07 being a portion of vacated Lots 99 and 100 of CREGAN PARK situated in the SW1/4 NW1/4 Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.