WE1894-10568

## RECORDATION REQUESTED BY:

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

### WHEN RECORDED MAIL TO:

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

#### SEND TAX NOTICES TO:

GRANTOR:

The S & H Group, Inc. 2896 NW Melville Drive Bend, OR 97701 2011-007985 Klamath County, Oregon



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07/06/2011 03:20:47 PM

Fee: \$52.00

# 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 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 JUNE 16, 2011.

THE S & H GROUP, INC President of The S & H David W . Sturd Group, Inc. H Group, Inc. LENDER: PREMIERWEST BANK Authorized Offic HARLENE HAVE CORPORATE ACKNOWLEDGMENT ) SS COUNTY OF ) On this day of day of the second of the Sandard of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary and treed of the corporation, by the state of the Corporation of Deed of Trust and acknowledged the Modification to be the free and voluntary and treed of the corporation, by the state of the corporation of Deed of Trust and acknowledged the Modification to be the free and voluntary of the corporation, by the state of the corporation of Deed of Trust and acknowledged the Modification to be the free and voluntary of the corporation, by the state of the corporation of the corpor 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. Residing at My commission expires Notary Public in and for the State of\_

State of California	)
County of 5h ASTA	}
	<b>J</b>
On June 28,2011 before me,	Here Insert Name and Title of the Officer
personally appeared	Here Insert Name and Title of the Officer  CALLEGALI  Name(s) of Signer(s)
	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 see she/they executed the same in
***************************************	his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the
NADENE FINN	person(s), or the entity upon behalf of which the
Commission # 18941312 Notary Public - California	person(s) acted, executed the instrument.
Shasta County My Comm. Expires Jul 29, 2014	I certify under PENALTY OF PERJURY under the
my comm. expires our 25, 2014	laws of the State of California that the foregoing
4	paragraph is true and correct.
	WITNESS my hand and official seal.
	$\sim 2$
	Signature: / lelen en
Place Notary Seal Above	Signature of Notary Public
	d by law, it may prove valuable to persons relying on the document noval and reattachment of this form to another document.
Description of Attached Document	loval and realiacinness of this form to another document.
Title or Type of Document:	PICATION DIT
Document Date: 6/6/11	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	. 1
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual RIGHT TH	UMBPRINT ☐ Individual RIGHT THUMBPRINT OF SIGNER
	umb here Partner — Limited General Top of thumb here
☐ Attorney in Fact ☐ Trustee	☐ Attorney in Fact ☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
□ Other:	□ Other:
Signer Is Representing:	Signer Is Representing:

# CORPORATE ACKNOWLEDGMEN OFFICIAL SEAL JEFF C SCHOPFER NOTARY PUBLIC-OREGON COMMISSION NO. 440384 DMMISSION EXPIRES JULY 18, 2013 STATE OF ) ) \$S ) COUNTY OF On this day of very day of ver 1) 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. Residing at\_ Notary Public in and for the State of My commission expires\_ LENDER ACKNOWLEDGMENT ) STATE OF ) SS ) COUNTY OF , before me, the undersigned Notary Public, personally \_day of \_ 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. Residing at My commission expires Notary Public in and for the State of Copr. Harland Financial Solutions, Inc. 1997, C:\HFS\CF|\LPL\G202.FC TR-95488 PR-COMUNSEC All Rights Reserved. - OR LASER PRO Lending, Ver. 5.56.00.005 2011.

# 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 SWI/4 NWI/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.