

MTL 87542

RECORDATION REQUESTED BY:

Washington Federal
520 Pike Street
Seattle, WA 98101



2013-007617

Klamath County, Oregon

07/03/2013 04:04:30 PM

Fee: \$47.00

WHEN RECORDED MAIL TO:

Washington Federal
Commercial Loan Servicing
520 Pike Street, Floor 24
Seattle, WA 98101

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 11, 2013, is made and executed between Pelican Tractor Co. Inc., an Oregon corporation ("Grantor") and Washington Federal, whose address is 520 Pike Street, Seattle, WA 98101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 28, 2010 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 30, 2010 under Recording No. 2010-007949.

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 5611 and 5629 South 6th Street and 5620 Miller Avenue, Klamath Falls, OR. The Real Property tax identification number is 3909-002AD-06700-000, 3909-002AD-06800-000, 3909-002AD-07000-000, 3909-002AD-08300-000 and 3909-002AD-08400-000.

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

The maturity date is extended to May 30, 2014.

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.

COUNTERPARTS. This document may be signed in any number of counterparts, which, when delivered in the original to Lender, shall together constitute one original document.

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 11, 2013.

GRANTOR:

PELICAN TRACTOR CO. INC.

By: Ronald E. Johnson
Ronald E. Johnson, President of Pelican Tractor Co. Inc.

LENDER:

WASHINGTON FEDERAL

x Carrie
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public, personally appeared Ronald E. Johnson, President of Pelican Tractor Co. 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

47 AMT

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **Washington Federal** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Washington Federal** , duly authorized by **Washington Federal** 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 **Washington Federal** .

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

Unofficial Copy

Exhibit A

PARCEL 1:

Tracts 10, 11 and 25, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

~~EXCEPTING THEREFROM that portion conveyed to State of Oregon for Highway purposes by Volume 154, page 102, Deed Records of Klamath County, Oregon.~~

PARCEL 2:

All of Tract 24 and the Southerly portion of Tract 23 of PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, described as follows:

Beginning at the Southeast corner of said Lot 23; thence North $00^{\circ}43'00''$ West along the East line of said Lot 23, 111.00 feet to an existing fence; thence North $89^{\circ}13'05''$ West along said fence 80.00 feet to the West line of said Lot 23; thence South $00^{\circ}43'00''$ East 113.00 feet to the Southwest corner of said Lot 23; thence North $89^{\circ}21'00''$ East to the point of beginning.

