**RECORDATION REQUESTED BY:** 

Washington Federal 425 Pike Street Seattle, WA 98101



2013-012431

Klamath County, Oregon 11/05/2013 02:36:13 PM

Fee: \$47.00

## WHEN RECORDED MAIL TO:

Washington Federal Commercial Loan Servicing 425 Pike Street Seattle, WA 98101 AMERITITLE , has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 9, 2013, is made and executed between Sessler Metals, Inc., an Oregon Corporation, Charles S. Kujawski, Jr. and Kari K. Quirke ("Grantor") and Washington Federal, whose address is 425 Pike Street, Seattle, WA 98101 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 10, 2012 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded February 22, 2012 under Recording No. 2012001938.

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 134 North 3rd Street, Klamath Falls, OR 97601. The Real Property tax identification number is R3809-032AC-06100-000.

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

Extend the Maturity Date to October 15, 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 OCTOBER 9, 2013.

GRANTOR:

SESSIER METALS, INC.

Charles

Metals, Inc.

Kujawski,

LENDER:			
WASHINGTON FEDERAL			
X Authorized Offider			
CORPORATE ACKNOWLEDGMENT			
STATE OF Overgon COUNTY OF Klam ordh	OFFICIAL SEAL COLETTE L HERNANDEZ NOTARY PUBLIC-OREGON COMMISSION NO. 457779 MY COMMISSION EXPIRES MAY 29, 2015		
On this 29t day of October	, 20 13 , before me, the undersigned Notary Public, personally c., 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 Colite & Hernand	Residing at 803 Main St		
Notary Public in and for the State of OME OM	My commission expires May 20, 2015		

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 415687-3

LASER PRO Lending, Ver. 13.3.0.024

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CORPORATE ACKNOWLEDGMENT			
STATE OF ORESCH COUNTY OF KEarnach	) ) ss )	COLETTE L HERNANDEZ  NOTARY PUBLIC-OREGON  COMMISSION NO. 457779  MY COMMISSION EXPIRES MAY 29, 2015	
On this			
Notary Public in and for the State of One open	My commissio	on expires May 29,0015	
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LENDER ACKNOWLEDGMENT.			
STATE OF Ourgeen	) ) ss )	OFFICIAL SEAL COLETTE L HERNANDEZ NOTARY PUBLIC-OREGON COMMISSION NO. 457779 MY COMMISSION EXPIRES MAY 29, 2015	
On this day of d			
By Colitte Hemanoly	Residing at	303 main St	
Notary Public in and for the State of One con	My commissio	on expires May 29, 2015	
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Copr. Harland Financial Solutions, Inc. 1997, 2013. V:\CFI\LPL\G202.FC TR-3073 PR-7

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- OR/WA

## EXHIBIT "A" LEGAL DESCRIPTION

The following described real property in Klamath County, Oregon:

A parcel of land situated in Lots 7 and 8, Block 19 of the Original Town of Linkville known now as Klamath Falls, being more particularly described as follows:

Beginning at the most Northerly corner of Lot 8 in said Block 19, being at the intersection of Third and Pine Streets; thence Southeasterly along Third Street 62.0 feet to the true point of beginning for this description; thence Southwesterly parallel to Pine Street 86.5 feet to a point; thence Southeasterly parallel to Third Street, 50.00 feet to a point lying Northwesterly 8 feet from Southeasterly lot line of Lot 7; thence Northeasterly and 8 feet distant of the Southeasterly lot lines of Lots 7 and 8, 86.5 feet to the Southerly right of way line of Third Street; thence Northwesterly along said Southerly right of way line, 50 feet to the point of beginning, being a portion of Lots 7 and 8, Block 19, Original Town of Linkville.