

RECORDATION REQUESTED BY:

Washington Federal  
425 Pike Street  
Seattle, WA 98101



2013-012432

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 ("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. 2012001944

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 220 Pine Street, Klamath Falls, OR 97601. The Real Property tax identification number is R3809-032AC-05900-000.

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

Extend 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:

SESSLER METALS, INC.

By: Charles S. Kujawski, Jr.  
Charles S. Kujawski, Jr., President of Sessler Metals, Inc.

By: Kari K. Quirke  
Kari K. Quirke, Secretary of Sessler Metals, Inc.

LENDER:

WASHINGTON FEDERAL

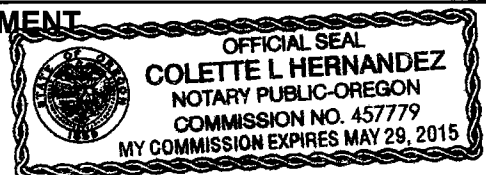
x B. J. [Signature]  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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) SS  
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On this 29th day of October, 20 13, before me, the undersigned Notary Public, personally appeared Charles S. Kujawski, Jr., President of Sessler Metals, Inc. and Kari K. Quirke, Secretary of Sessler Metals, 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 Colette Hernandez  
Notary Public in and for the State of Oregon

Residing at 803 Main St  
My commission expires May 29, 2015

47.00

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 415391-2

Page 2

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath

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On this 20<sup>th</sup> day of October, 20 13, before me, the undersigned Notary Public, personally appeared Bridgette Griffin and known to me to be the Region Manager, 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 Colette Hernandez

Residing at 803 main st.

Notary Public in and for the State of Oregon

My commission expires May 29, 2015

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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:

Being at the most Northerly corner of Lot 8 in said Block 19 being at the intersection of Third and Pine Streets; thence Southwesterly along the Southerly right of way line of Pine Street, 86.5 feet to the true point of beginning; thence Southeasterly parallel to the Third Street 112 feet to a point lying Northwesterly 8 feet distant of the Southeasterly lot line of Lot 7; thence Southwesterly and 8 feet distant of the Southeasterly line of Lot 7, 46.00 feet to the lot line common to Lots 6 and 7; thence Northwesterly along the lot line common to said Lots 6 and 7, 112 feet to the Southerly line of Pine Street; thence Northeasterly along said Southerly line of Pine Street 46.00 feet to the point of beginning, being a portion of Lot 7, Block 19, Original Town of Linkville.