

RECORDATION REQUESTED BY:  
Washington Federal  
425 Pike Street  
Seattle, WA 98101



2013-013087  
Klamath County, Oregon  
11/25/2013 12:33:12 PM  
Fee: \$47.00

WHEN RECORDED MAIL TO:  
Washington Federal  
425 Pike Street  
Seattle, WA 98101

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Washington Federal  
425 Pike Street  
Seattle, WA 98101

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## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 5, 2013, is made and executed between Jamie H. Jackson, whose address is 8251 Markgraf Ln, Klamath Falls, OR 97603; and Rocky Mountain Construction, LLC, whose address is 8251 Markgraf Ln, Klamath Falls, OR 97603 ("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 December 12, 2011 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded January 11, 2012 under Instrument No. 2012-000276, records of Klamath County, Oregon.

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 3933 Southside Expressway, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-015D0-01800-000.

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

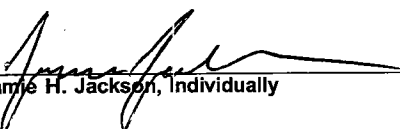
The maturity date is hereby extended to October 15, 2018.

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 endorers 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.

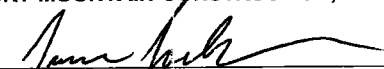
COUNTERPARTS. This document may be signed in any number of counterparts, which, when delivered in the original to Lender, shall together constitute one original document.

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 NOVEMBER 5, 2013.

GRANTOR:

X   
Jamie H. Jackson, Individually


ROCKY MOUNTAIN CONSTRUCTION, LLC

By:   
Jamie H. Jackson, Manager of Rocky Mountain Construction, LLC

By:   
Sherri A. Jackson, Member of Rocky Mountain Construction, LLC

LENDER:

WASHINGTON FEDERAL

X   
Authorized Officer

47.00 amt.

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Jamie H. Jackson**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12<sup>th</sup> day of November, 2013.

By Colette HernandezResiding at 803 Main StNotary Public in and for the State of OregonMy commission expires May 29, 2015

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

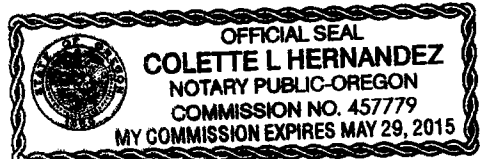
STATE OF Oregon

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COUNTY OF Klamath

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On this 12<sup>th</sup> day of November, 2013, before me, the undersigned Notary Public, personally appeared **Jamie H. Jackson, Manager of Rocky Mountain Construction, LLC** and **Sherri A. Jackson, Member of Rocky Mountain Construction, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Colette HernandezResiding at 803 Main StNotary Public in and for the State of OregonMy commission expires May 29, 2015

## LENDER ACKNOWLEDGMENT

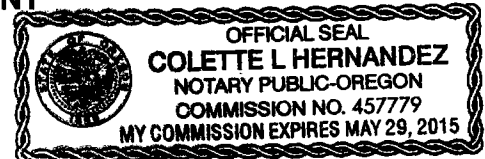
STATE OF Oregon

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COUNTY OF Klamath

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On this 12<sup>th</sup> day of November, 2013, before me, the undersigned Notary Public, personally appeared Tessa Rock and known to me to be the Relationship 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 HernandezResiding at 803 Main StNotary Public in and for the State of OregonMy commission expires May 29, 2015

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

A parcel of land in the E1/2 SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which marks the intersection of the Westerly right of way line of the Great Northern Railroad and the Northerly right of way line of the County Road in the SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and which point of beginning lies West 638.4 feet from the iron pin which marks the Southeast corner of the NE1/4 SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence Northwesterly along the Westerly right of way line of the Great Northern Railroad a distance of 433 feet to an iron pin; thence Northeasterly at right angles along the Westerly right of way line of the Great Northern Railroad a distance of 100 feet to an iron pin; thence at right angles Northwesterly along the Westerly right of way line of the Great Northern Railroad at a distance of 195.3 feet to an iron pin; thence South a distance of 506.7 feet to an iron pin which lies on the Northerly right of way line of the County Road; thence Easterly along the Northerly right of way line of the County Road a distance of 390 feet more or less, to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Klamath County, for road purposes, by Warranty Deed recorded May 20, 1976 in Volume M76, page 7519, Microfilm Records of Klamath County, Oregon.