

RECORDATION REQUESTED BY:

PremierWest Bank
503 Airport Road
Medford, OR 97504

WHEN RECORDED MAIL TO:

PremierWest Bank
503 Airport Road
Medford, OR 97504

SEND TAX NOTICES TO:

DONALD DAVIS
4951 GRIFFIN CREEK ROAD
MEDFORD, OR 97501

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 1, 2000, is made and executed between DONALD DAVIS ("Grantor") and PremierWest Bank, 503 Airport Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 23, 1996 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

Deed of Trust Dated January 23, 1996, for the original amount of \$50,000.00 and recorded in Klamath County, Oregon on April 1, 1996 at 11:32 am and duly recorded in Vol. M96, of Mortgages on Page 8994 by the County Clerk Office. Recorded Number 15704. Modification of Deed of Trust dated November 25, 1998 for the amount of \$88,260.60, recorded in Klamath County, Oregon on December 7, 1998 at 11:00 Am and duly recorded in Vol. M98, of Mortgages on Page 44532 at the County Clerk Office. Recorded Number 70949. Loan Number 12074-90007.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon:

PARCEL 1 OF PARTITION NO. 57-94 FILED JANUARY 9, 1995 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON AND BEING LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 18, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 43441 HWY 62, CHILOQUIN, OR 97624. The Real Property tax identification number is #3407-018CC-00101.

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

To Extend Maturity Date to October 30, 2000. New Rate of 7.50% Fixed from 10.00% Fixed.

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 JULY 1, 2000.

GRANTOR:

x Donald R Davis
DONALD DAVIS, Individually

LENDER:

x [Signature]
Authorized Officer

This instrument is being recorded as an accommodation copy, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)

COUNTY OF Klamath) SS Jackson)



On this day before me, the undersigned Notary Public, personally appeared DONALD DAVIS, 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 16th day of October, 20 00.

By Judy Jubera Residing at Central Point OR
Notary Public in and for the State of OR My commission expires July 31, 2001

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LENDER ACKNOWLEDGMENT



STATE OF OREGON)
COUNTY OF Jackson) SS
~~COUNTY OF KLAMATH~~)

On this 16th day of October, 20 00, before me, the undersigned Notary Public, personally appeared LeArta m m Romero and known to me to be the Special Asset Manager / A.V.P authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Diane M. Miller Residing at Medford, Oregon
Notary Public in and for the State of Oregon My commission expires 6-16-00

State of Oregon, County of Klamath
Recorded 10/20/00, at 3:44 p.m.
In Vol. M00 Page 38469
Linda Smith,
County Clerk Fee \$ 26⁰⁰