

## RECORDATION REQUESTED BY:

PremierWest Bank  
Special Assets  
503 Airport Road  
Medford, OR 97504

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## WHEN RECORDED MAIL TO:

PremierWest Bank  
Special Assets  
503 Airport Road  
Medford, OR 97504

## SEND TAX NOTICES TO:

GREGORY L RANDOLPH  
YVONNE MARIE RANDOLPH  
7810 BIG BUCK LN  
KLAMATH FALLS, OR 97601

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 16, 2001, is made and executed between GREGORY LEE RANDOLPH and YVONNE MARIE RANDOLPH ("Grantor") and PremierWest Bank, Special Assets, 503 Airport Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 30, 1997 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust for the amount of \$125,000.00 dated September 30, 1997, recorded on October 13, 1997 in Klamath County, Oregon at the County Clerk Office. Recorded Document Number 46878.

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

LOT 17, BLOCK 37, TRACT NO. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, IN THE COUNTY OF KLAMATH, STATE OF OREGON

The Real Property or its address is commonly known as 7810 Big Buck Lane, Klamath Falls, OR 97601. The Real Property tax identification number is Account No. 486708, 486717, 486833.

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

To change payment schedule reducing monthly payments to \$500.00 for the next six (6) months. The loan will be reviewed after this six (6) month period and every six (6) months thereafter by way of submission of an updated financial statement by borrower.

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 FEBRUARY 16, 2001.

GRANTOR:

x GREGORY L RANDOLPH  
GREGORY L RANDOLPH, individually

x YVONNE MARIE RANDOLPH  
YVONNE MARIE RANDOLPH, individually

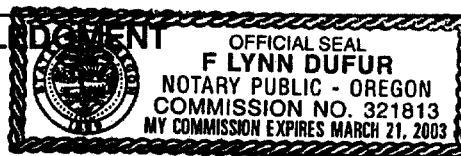
LENDER:

x [Signature]  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Jackson

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared GREGORY L RANDOLPH and YVONNE MARIE RANDOLPH, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16TH day of February, 20 01.

By [Signature]  
Notary Public in and for the State of Oregon

Residing at 503 Airport Way, Medford, OR  
My commission expires March 21, 2003

## LENDER ACKNOWLEDGMENT

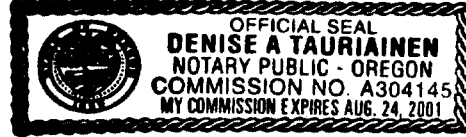
STATE OF OREGON

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) SS

COUNTY OF JACKSON

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On this 20 day of FEBRUARY, 20 01, before me, the undersigned Notary Public, personally appeared Leartha M. M. ROMERO and known to me to be the LOAN OFFICER, 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 Denise A. Tauriainen  
Notary Public in and for the State of OREGON

Residing at MEDFORD, OREGONMy commission expires AUGUST 24, 2001

State of Oregon, County of Klamath  
Recorded 02/22/01, at 3:15 p m.  
In Vol. M01 Page 7197  
Linda Smith,  
County Clerk Fee\$ 26.00