

RECORDATION REQUESTED BY:

PremierWest Bank
Yreka Office
123 North Main Street
P.O. Box 1087
Yreka, CA 96097

Vol M01 Page 50531

WHEN RECORDED MAIL TO:

PremierWest Bank
Yreka Office
123 North Main Street
P.O. Box 1087
Yreka, CA 96097

SEND TAX NOTICES TO:

Cole Pinder
Dorothea Pinder
3 Pierce Drive
Novato, CA 94947

mtc SS119

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 12, 2001, is made and executed between Cole Pinder and Dorothea Pinder as tenants by the entirety. ("Grantor") and PremierWest Bank, Yreka Office, 123 North Main Street, P.O. Box 1087, Yreka, CA 96097 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 5, 2001 (the "Deed of Trust") which has been recorded in Klamath County County, State of Oregon, as follows:

Recorded in the Recorder's Office of County of Klamath on 6/26/01 in Vol. M01 Page 30758.

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

Lot 254, RUNNING Y RESORT, PHASE 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The Real Property or its address is commonly known as 10704 Kestrel Rd., Klamath Falls, OR 97601.

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

Principal increase of \$7019.00 to \$185,319.00.

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.

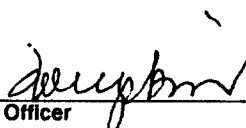
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 12, 2001.

GRANTOR:

X 
Cole Pinder, Individually

X 
Dorothea Pinder, Individually

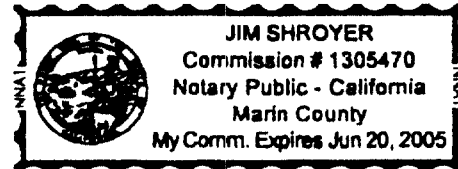
LENDER:

X 
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
) SSCOUNTY OF Marin

)



On this day before me, the undersigned Notary Public, personally appeared Cole Pinder and Dorothea Pinder, 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 24th day of September, 20 01.

By J. ShroyerResiding at 100 Carkspur Landing Circle #104Notary Public in and for the State of CaliforniaMy commission expires June 20, 2005

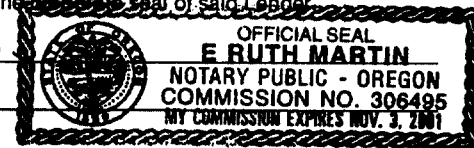
LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
)COUNTY OF Jackson

On this **12th** day of September, 20 01, before me, the undersigned Notary Public, personally appeared J. Tompkins and known to me to be the Assistant Vice-President, 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 ~~correct~~ seal of said Lender.

By E. Ruth MartinResiding at Tupson CoNotary Public in and for the State of Oregon

My commission expires



State of Oregon, County of Klamath
Recorded 10/02/01 at 2:11 p. m.
In Vol. M01 Page 50531
Linda Smith,
County Clerk Fee \$ 26⁰⁰