**RECORDATION REQUESTED BY:** 

PremierWest Bank East McAndrews Branch 1455 E. McAndrews Road Medford, OR 97504 MR 57386-TM

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WHEN RECORDED MAIL TO:

PremierWest Bank Attn: Loan Assistant P. O. Box 846 Medford, OR 97501 State of Oregon, County of Klamath
Recorded 11/25/2002 //:07a m.
Vol M02, Pg 68/23-25
Linda Smith, County Clerk
Fee \$ 3/80 # of Pgs 3

**SEND TAX NOTICES TO:** 

Ruth Ann Srch 4089 Twin Pines Lane Klamath Falls, OR 97603

\$513001961

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated November 20, 2002, is made and executed between Ruth Ann Srch; an estate in fee simple ("Grantor") and PremierWest Bank, East McAndrews Branch, 1455 E. McAndrews Road, Medford, OR 97504 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 5, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust dated July 5, 2002, in the amount of \$120,000.00 recorded on July 10, 2002, in Klamath County, Oregon at the County Clerk's Office as Vol M02, Page 39145 through 39151.

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 4089 Twin Pines Lane, Klamath Falls, OR 97603. The Real Property tax identification number is 3910-009C0-00700-000

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

It is hereby agreed to extend the maturity date to February 20, 2003.

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 NOVEMBER 20, 2002.

X Just La Such 11/15/02.  Ruth Ann Srch, Individually			
X Linda Tela Authorized Officer			
INDIVIDUAL ACKNOWLEDGMENT			
COUNTY OF BEXAR	H. R. PECHE Notary Public, State of Texas My Commission Expires Feb. 11, 2006		
On this day before me, the undersigned Notary Public, personally appeared Ruth Ann Srch, an estate in fee simple, 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			

## **MODIFICATION OF DEED OF TRUST**

Loan No: 513007861

68124 (Continued)

Page 2

LENDER ACKNOWLEDGMENT		
STATE OF SACKSON	) ) SS )	OFFICIAL SEAL BRANDE T COWDEN NOTARY PUBLIC - OREGON COMMISSION NO. 354450 MY COMMISSION EXPIRES FEB. 5, 2006
authorized agent for the Lender that executed the voluntary act and deed of the said Lender, duly authorized agent for the said Lender for the said	and known to me within and foregoing instrument orized by the Lender through its is authorized to execute this sai	, before me, the undersigned Notary Public, personally to be the Sound Hicen, it and acknowledged said instrument to be the free and board of directors or otherwise, for the uses and purposes d instrument and that the seal affixed is the corporate seal affixed is the corporate seal affixed.

## EXHIBIT "A" LEGAL DESCRIPTION

68125

A parcel of land called 3B (See R.O.S. #1010), located in Southeast corner of W1/2 NE1/4 SW1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point located South 89° 07' East, 327.2 feet and South 0° 16 ½' West 895.72 feet from the center West 1/16 corner of Section 9; thence South 89° 34' East, 328.50 feet to a ½' iron pin; thence South 0° 10 ½' West, 446.55 feet to a ½' iron pin; thence North 89° 48' West 328.50 feet; thence North 0° 16 ½' East 447.86 feet to the point of beginning.