

04 MAR 23 PM 3:16

NJC - 63524 KR

RECORDATION REQUESTED BY:

PremierWest Bank
Loan Production Center-Medford
P O Box 40
503 Airport Road
Medford, OR 97501

Vol M04 Page 16353

State of Oregon, County of Klamath
Recorded 03/23/2004 3:16 p m
Vol M04 Pg 16353-55
Linda Smith, County Clerk
Fee \$ 3/00 # of Pgs 3

WHEN RECORDED MAIL TO:

PremierWest Bank
ATTN:Loan Assistant
P O Box 40
Medford, OR 97501

SEND TAX NOTICES TO:

Tammy Lynn McCoskey
3435 Shasta Way
Klamath Falls, OR 97603

583027505

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 11, 2004, is made and executed between Tammy Lynn McCoskey ("Grantor") and PremierWest Bank, Loan Production Center-Medford, P O Box 40, 503 Airport Road, Medford, OR 97501 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 15, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust for the amount of \$250,000.00 dated January 15, 2004, recorded on January 15, 2004 in Klamath County, Oregon at the County Clerk Office. Recorded Document Number 2823-30.

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 3435 Shasta Way, Klamath Falls, OR 97603. The Real Property tax identification number is 3809-034DC-00400-000 Key No.: 445502

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

Increase Loan amount from \$250,000.00 to \$300,000.00.

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 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.

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 MARCH 11, 2004.

GRANTOR:

x Tammy Lynn McCoskey
Tammy Lynn McCoskey

LENDER:

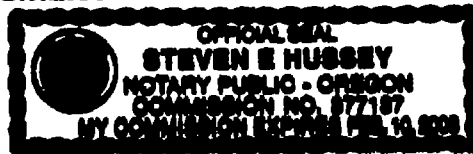
PREMIERWEST BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Jackson

)
) SS
)



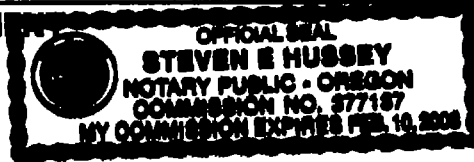
On this day before me, the undersigned Notary Public, personally appeared Tammy Lynn McCoskey, to me known to be the Individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 12th day of MARCH, 2004.

By [Signature] Residing at Medford, OR
Notary Public in and for the State of OREGON My commission expires 2-10-08

3/10/04

LENDER ACKNOWLEDGMENT



STATE OF OREGON

)

) SS

COUNTY OF JACKSON

)

On this 12TH day of MARCH, 20____, before me, the undersigned Notary Public, personally appeared GENE A. TAYLOR and known to me to be the N/A 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 [Signature]

Residing at MEAFORD, OR

Notary Public in and for the State of OREGON

My commission expires 2-10-04

EXHIBIT "A"
LEGAL DESCRIPTION

16355

That part of Tract 22A of ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point on the North right of way line of Shasta Way which lies North 89° 08' East a distance of 2,782.3 feet and North 0° 49' West a distance of 15 feet from the iron pin which marks the Southwest corner of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence North 0° 49' West a distance of 300 feet to a point; thence South 89° 08' West a distance of 115 feet to an iron pin; thence North 1° 17' East a distance of 372 feet to an iron pin which lies on the Southerly right of way line of the U.S.R.S. "A" Canal; thence Easterly and Southerly following the Southerly right of way line of the "A" Canal to its intersection with the North right of way line of Shasta Way; thence Westerly along the North right of way line of Shasta Way to the point of beginning.

EXCEPTING THEREFROM a parcel of land located in Tract 22A, ENTERPRISE TRACTS SUBDIVISION, situated in Section 34, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Southerly right of way line of the U.S.R.S. "A" Canal, from which the most Northerly corner of that property described in Deed Volume M-67 at page 1935 of Deed Records of Klamath County, Oregon, bears North 52° 20' 50" West a distance of 471.98 feet; thence South 34° 28' 20" West, 22.00 feet; thence South 55° 31' 40" East, 46.00 feet; thence North 34° 28' 20" East, 22.00 feet, more or less, to the Southerly right of way line of the U.S.R.S. "A" Canal; thence Northwesterly along said line, 46.00 feet, more or less, to the point of beginning, with the above described bearings being based on those shown in Deed Volume M-67 at page 1935, Klamath County Deed Records.

Tax Account No.: 3809-034DC-00400-000

Key No.: 445502