

04 AUG 4 PM 2:25

Vol M04 Page 51182

RECORDATION REQUESTED BY:

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

State of Oregon, County of Klamath
Recorded 08/04/04 2:25 p.m.
Vol M04 Pg 51182-83
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Henry C. Williams
104 Victoria Way
Central Point, OR 97502

ASPEN 59013

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 2, 2004, is made and executed between Henry C. Williams ("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 April 22, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated April 22, 2004 in the official records of Klamath County Recorder as document number 25217-22 in the amount of \$50,000.00.

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

That portion of the N 1/2 NW 1/4 of Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of the West boundary line of the United States C Canal.

EXCEPTING THEREFROM all that proportion thereof lying South of a line parallel to and 677 feet South of the County Road known as Cross Road (Lower Lake Road).

AND EXCEPTING THEREFROM all that portion thereof lying within the boundaries of Cross Road (Lower Lake Road).

The Real Property or its address is commonly known as 5880 & 5920 Cross Road, Klamath Falls, OR 97603. The Real Property tax identification number is Levy Code 164 Key No.: R93455

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

It is hereby agreed to increase the Revolving Line of Credit amount to \$75,000.00.

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 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 AUGUST 2, 2004.


NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

x 
Henry C. Williams

LENDER:

PREMIERWEST BANK

x 
Authorized Officer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Jackson

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On this day before me, the undersigned Notary Public, personally appeared Henry C. Williams, 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 2nd day of August, 2004.

By Victoria E. MillerResiding at Jackson CountyNotary Public in and for the State of OregonMy commission expires 7/27/2008

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Jackson

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On this 2nd day of August, 2004, before me, the undersigned Notary Public, personally appeared Jeannette Clarke and known to me to be the Consumer 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 Charlotte J. LuskResiding at MedfordNotary Public in and for the State of OregonMy commission expires 3/31/06