

04 SEP 28 PM 1:53

RECORDATION REQUESTED BY:

PremierWest Bank
Central Point Branch
300 East Pine Street
Central Point, OR 97502

Vol M04 Page 64985

State of Oregon, County of Klamath
Recorded 09/28/04 11:53 a m
Vol M04 Pg 64985-87
Linda Smith, County Clerk
Fee \$ 31⁰⁰ # of Pgs 3

WHEN RECORDED MAIL TO:

PremierWest Bank
ATTN: Loan Assistant/Central Point Branch
300 Pine Street
Central Point, OR 97502

SEND TAX NOTICES TO:

Ronald J. Sumner
Linda K. Sumner
4635 Darwin Place
Klamath Falls, OR 97603

1st 291826

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 23, 2004, is made and executed between Ronald J. Sumner and Linda K. Sumner, an estate in fee simple as tenants by the entirety as to Parcels One and Two ("Grantor") and PremierWest Bank, Central Point Branch, 300 East Pine Street, Central Point, OR 97502 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 23, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Instrument in the amount of \$202,416.00 recorded on December 24, 2003 in the Official Records of Klamath County Clerk as Vol M03 Pg 93217-23.

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 8190 Kings Way, Klamath Falls, OR 97603. The Real Property tax identification number is 598197; 598204

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

It is hereby agreed to extend the maturity date to December 23, 2004, revising interest rate from 6.00% fixed to 6.500% fixed.

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 endorser 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 23, 2004.

GRANTOR:

x Ronald J. Sumner
Ronald J. Sumner

x Linda K. Sumner
Linda K. Sumner

LENDER:

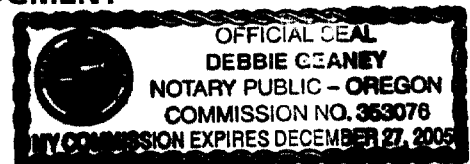
PREMIERWEST BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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) SS
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On this day before me, the undersigned Notary Public, personally appeared Ronald J. Sumner and Linda K. Sumner, 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 22nd day of September, 20 04.

By Debbie Geaney
Notary Public in and for the State of Oregon

Residing at 3811 Grenada Way Klamath Falls, OR
My commission expires 12-27-05 97603

315

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

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) SS
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On this 20th day of Sept., 20 04, before me, the undersigned Notary Public, personally appeared Lloyd A. Gorenal and known to me to be the Branch Manager, 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 Vickie Stevenson
Notary Public in and for the State of Oregon

Residing at Central Point
My commission expires 03/19/2007

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel 1:

A tract of land situated in the NW ¼ of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Deed Volume M-79 on page 1216, recorded in Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of said Section 18; thence South 00°01' West, along the West line of said Section 18, 2192.47 feet to a point on the Southerly line of Kings Way; thence South 89°51'42" East 2603.41 feet to the true point of beginning; thence South 00°00'23" West 155.00 feet to a point; thence North 89°51'42" West 311.05 feet; thence North 00°02'03" East 155.00 feet to a point on the Southerly line of Kings Way; thence South 89°51'42" East 311.05 feet to the point of beginning.

Parcel 2:

A tract of land situated in the NW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Deed Volume M79 page 1216, recorded in Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of said Section 18; thence South 00°01' West, along the West line of said Section 18, 2192.47 to a point on the Southerly line of Kings Way; thence S. 89°51'42" E. 2603.41' to a point; thence S. 00°00'23" W. 155.00 feet to the true point of beginning; thence continuing South 00°00'23' W. 77.5 feet to a point; thence N. 89°51'42" W. 311.05 feet; thence N. 00°02'03" E. 77.5 feet to a point; thence N. 89°51'42" W. 311.05 feet to the point of beginning.

Reserving to Grantor herein an easement for ingress and egress being 20 feet wide, the center line of which is more particularly described as follows: Beginning at a point that is 43 feet North along the Easterly line of the above described parcel from the Southeast corner of said parcel for the place of beginning, thence S. 49°23'12" W. 65.87 feet to the Southerly line of said parcel and the terminus thereof.

Tax Parcel Number: 598197 and 598204