

04 OCT 26 AM 11:05

mtc-13910-03042

RECORDATION REQUESTED BY:

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

Vol M04 Page 72981

State of Oregon, County of Klamath
Recorded 10/26/04 11:05 a m
Vol M04 Pg 72981-82
Linda Smith, County Clerk
Fee \$ 26⁰⁰ # of Pgs 2

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

DWH Development, L.L.C.
PO Box 2520
White City, OR 97503

583024247

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 18, 2004, is made and executed between DWH Development, L.L.C., an Oregon Limited Liability Company ("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 October 10, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Trust Deed in the amount of \$280,000.00 dated October 10, 2003 recorded on October 23, 2003 in the Office of the County Clerk, Klamath County, Oregon as record #78875-81.

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

Lot 21 in Block 1 of LAKEWOODS SUBDIVISION UNIT NO. 1, 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 Lot 21, Block 1 of Lakewoods Subdivision Unit No. 1, Klamath Falls, OR 97601. The Real Property tax identification number is 3805-005A0-03900-000

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

It is hereby agreed to extend the maturity date to read December 5, 2004.

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 OCTOBER 18, 2004.

GRANTOR:

DWH DEVELOPMENT, L.L.C.

By: [Signature]
David Hammonds, Member of DWH Development, L.L.C.

By: [Signature]
Karen Hammonds, Member of DWH Development, L.L.C.

LENDER:

PREMIERWEST BANK

X [Signature] VP
Authorized Officer

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson



On this 20 day of October, 20 04, before me, the undersigned Notary Public, personally appeared David Hammonds, Member; Karen Hammonds, Member of DWH Development, L.L.C., and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of Oregon

Residing at Medford
My commission expires 3-14-06

2600 AM

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Jackson)



On this 20 day of October, 20 04, before me, the undersigned Notary Public, personally appeared Blue Taylor and known to me to be the VP, 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 Jenny Maddock Residing at Oregon Malibu
Notary Public in and for the State of Oregon My commission expires 3-14-06