

04 DEC 8 PM 3:10

MTT-1396-63098

Vol M04 Page 84238

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 12/08/04 3:10 p. m  
Vol M04 Pg 84238-39  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Donald N. Bauhofer  
250 NW Franklin Ave, Suite 204  
Bend, OR 97701

583025947

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 2, 2004, is made and executed between between Donald N. Bauhofer ("Grantor") and PremierWest Bank, whose address is 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 November 26, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust dated November 26, 2003 in the amount of \$348,000.00 recorded in the Office of the County Clerk, Klamath County, Oregon as record number 89408-14.

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

Lots 966, 967 & 968, RUNNING Y RESORT, PHASE 4, THIRD ADDITION, 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 Lots 966, 967 & 968 Running Y Resort, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-009D0-60017-000 - KEY NO. 889481, 3808-009D0-60018-000 - KEY NO. 889482, 3808-009D0-60019-000 - KEY NO. 889483

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

It is hereby agreed to extend the maturity date to March 1, 2005.

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 DECEMBER 2, 2004.

GRANTOR:

x Donald N. Bauhofer by Holly B. Polis, Atty-in-fact  
Donald N. Bauhofer

LENDER:

PREMIERWEST BANK

x Ron Zell  
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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF DESCHUTES

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) SS  
)

\*Holly B. Polis, as power of attorney for

On this day before me, the undersigned Notary Public, personally appeared \*Donald N. Bauhofer, 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.

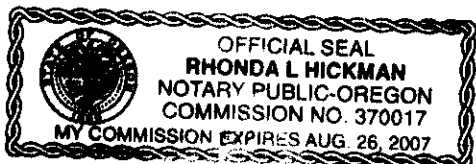
Given under my hand and official seal this 2nd day of December, 20 04.

By Rhonda L. Hickman

Residing at Bend

Notary Public in and for the State of Oregon

My commission expires 8-26-07



200 am

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

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) SS  
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On this 29th day of November, 20 04, before me, the undersigned Notary Public, personally appeared Ron Wells and known to me to be the VP - Comm'l 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 Brande T Cowden  
Notary Public in and for the State of Oregon

Residing at Medford  
My commission expires 2/5/06