

05 JAN 4 AM 10:55

MTC-1396-63042

RECORDATION REQUESTED BY:

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

Vol M05 Page 00595

State of Oregon, County of Klamath
Recorded 01/04/2005 10:55 a m
Vol M05 Pg 00595-96
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:

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

583004247

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 16, 2004, is made and executed between between DWH Development, L.L.C., an Oregon Limited Liability Company ("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 October 10, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust dated October 10, 2003 in the amount of \$280,000.00 recorded in the Office of the County Clerk, Klamath County, Oregon as record number 78875-81; revised with a Modification of Trust Deed dated October 18, 2004 in the amount of \$280,000.00.

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 February 5, 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 16, 2004.

GRANTOR:

DWH DEVELOPMENT, L.L.C.

By: 
David W. Hammonds, Member of DWH
Development, L.L.C.

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

LENDER:

PREMIERWEST BANK

X 
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.

2600
am

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Jackson

) SS



On this 21st day of December, 20 04, before me, the undersigned Notary Public, personally appeared **David W. 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 Brande T Cowden
Notary Public in and for the State of Oregon

Residing at Grande T Cowden
My commission expires 2/5/06

LENDER ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Jackson

) SS



On this 21st day of December, 20 04, before me, the undersigned Notary Public, personally appeared Gene Taylor and known to me to be the Loan Officer - 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 Brande T Cowden
Notary Public in and for the State of Oregon

Residing at Medford
My commission expires 2/5/06