

05 FEB 18 PM 3:24

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**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 02/18/2005 3:24 p m  
Vol M05 Pg 11263 64  
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:**

The Robert L Hesseltine Family Trust  
PO Box 157  
Clements, CA 95227

*Aspen 6435*  
*583025459*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated February 7, 2005, is made and executed between between Robert L. Hesseltine, not personally but as Trustee on behalf of The Robert L Hesseltine Family Trust ("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 12, 2003 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$757,500.00 recorded on November 26, 2003 in the Official Records of Klamath County Clerk as Vol M03 Page 87359 to Page 87365.

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

A part of Lot 4, Block 16, ORIGINAL TOWN OF LINKVILLE, NOW KLAMATH FALLS, OREGON, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 4, Block 16, Original Town of Linkville, now Klamath Falls, Oregon; thence Northerly along the Westerly line of said Lot 4, Block 16, a distance of 107 1/2 feet; thence Easterly at right angles and parallel with Main Street a distance of 40 feet; thence Southerly at right angles and parallel with Fifth Street a distance of 107 1/2 feet to the Northerly line of boundary of Main Street; thence Westerly at right angles along the Northerly line of Main Street a distance of 40 feet to the place of beginning.

The Real Property or its address is commonly known as 501 Main Street, Klamath Falls, OR 97601. The Real Property tax identification number is R412887

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

It is hereby agreed to change the borrower name and grantor vesting from Robert L Hesseltine to The Robert L Hesseltine Family Trust.

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 FEBRUARY 7, 2005.

GRANTOR:

THE ROBERT L HESSELTINE FAMILY TRUST

By: Robert L Hesseltine, Trustee  
Robert L. Hesseltine, Trustee of The Robert L  
Hesseltine Family Trust

LENDER:

PREMIERWEST BANK

X [Signature]  
Authorized Officer

This document is being recorded as an accommodation only. No information contained herein has been verified. Aspen Title & Escrow, Inc.

*[Handwritten mark]*

MODIFICATION OF DEED OF TRUST  
(Continued)

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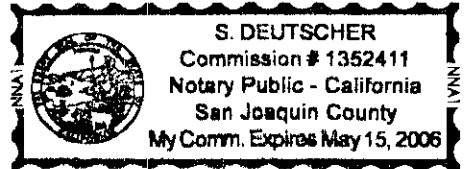
Loan No: 583025459

TRUST ACKNOWLEDGMENT

STATE OF Ca

COUNTY OF San Joaquin

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) SS  
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On this Feb 11 day of Feb, 20 05, before me, the undersigned Notary Public, personally appeared Robert L. Hesseltine, Trustee of The Robert L Hesseltine Family Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

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

Residing at Code Ca  
My commission expires 05-15-06

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

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) SS  
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On this 16 day of February, 20 05, before me, the undersigned Notary Public, personally appeared DAVE MOORE and known to me to be the VP of Premier West Bank, 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 [Signature]  
Notary Public in and for the State of Oregon

Residing at Medford, OR  
My commission expires 01/13/09