

05 MAR 28 AM 11:25

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

Vol M05 Page 20329

State of Oregon, County of Klamath
Recorded 03/28/2005 11:25a.m
Vol M05 Pg 20329-30
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:
Gary S Clark
Ronda Byrne Clark
6154 Monteverde Dr
San Jose, CA 95120

583036928

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 15, 2005, is made and executed between between Gary S. Clark and Ronda Byrne Clark ("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 June 14, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust dated June 14, 2004 in the amount of \$243,160.00 recorded on June 15, 2004 as record number 38390-95 in the Office of the County Clerk, Klamath County, Oregon.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:
Lot 14, Block 2, Tract No. 1034, LAKEWOODS SUBDIVISION UNIT #1, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as Block 2, Lot 14 Lakewoods Subdivision, Klamath Falls, OR 97601. The Real Property tax identification number is R71451

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

It is hereby agreed to extend the maturity date to read June 15, 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 MARCH 15, 2005.

GRANTOR:

X Gary S Clark

X Ronda Byrne Clark

As attorney in fact
for Ronda Byrne Clark

LENDER:

PREMIERWEST BANK

X Authorized Officer

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA



On this day before me, the undersigned Notary Public, personally appeared Gary S Clark and Ronda Byrne Clark, 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 23rd day of MARCH, 2005.

By Martha Kelley

Residing at SAN JOSE, CALIFORNIA

Notary Public in and for the State of CALIFORNIA

My commission expires 12-08-07

2600

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

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) SS
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On this 25 day of March, 20 05, before me, the undersigned Notary Public, personally appeared Gene A Taylor and known to me to be the VP

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
Notary Public in and for the State of Oregon

Residing at Medford
My commission expires 3-14-06