05 MAR 28 AM11:25	RECORDATION REQUESTED IN PremierWest Bank Loan Production Center-Medford P O Box 40 503 Airport Road Medford, OR 97501  WHEN RECORDED MAIL TO: PremierWest Bank
	ATTN:Loan Assistant
	P O Box 40
	Medford, OR 97501

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State of Oregon, County of Klamath Recorded 03/28/2005\_ 11:25 a.m Vol M05 Pg 30329 - 30 Linda Smith, County Clerk Fee \$ 26° # of Pas \_#ofPgs 🚄

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, If any person who signed the 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:** S Cla LENDER:

PREMIERWEST BANK

Authorized Officer

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

Ronda Byrne

## INDIVIDUAL ACKNOWLEDGMENT

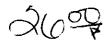
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) SS )



As attorney in fact for Ronda Byrne Churk

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 23eo_ day of	of MARCH , 2005.
By martho Kelley	Residing at SAN JOSE, CALIRCENIA
Notary Public in and for the State of CALL COLN; A	My commission expires 12-08-07



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Loan No: 583036928

## MODIFICATION OF DEED OF TRUST (Continued)

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Page 2

LENDER ACKNO	OWLEDGMENT			
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STATE OF ONE ,	JENNY MADDOCK			
COUNTY OF JULIAN	NOTARY PUBLIC - OREGON COMMISSION NO. 355674 MY COMMISSION EXPIRES MARCH 14, 2006			
On this appeared but A taylor and k	, 20 05, before me, the undersigned Notary Public, personally			
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 instrument and that the seal affixed is the corporate seal of said Lender.				
By Anny Maddud	Residing at			
Notary Public in and for the State of	My commission expires 3-4404			