

05 JUL 5 PM 3:17

RECORDATION REQUESTED BY:

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

Vol M05 Page 50936

State of Oregon, County of Klamath

Recorded 07/05/05 3:17 P m

Vol M05 Pg 50936-37

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:

Marvin E. Heater  
Jeanne E. Heater  
665 Lower Ben Lomand Drive SE  
Salem, OR 97302

*Aspen 6/19*

*583047172*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 20, 2005, is made and executed between between Marvin E. Heater and Jeanne E. Heater, as tenants by the entirety ("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 December 15, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust for the amount of \$346,100.00 dated December 15, 2004, recorded on December 17, 2004 in Klamath County, Oregon at the County Clerk Office. Recorded Document Number Vol M04 Page 86385.

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

Lot 6, 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 7841 Skycrest Drive, Klamath Falls, OR 97601. The Real Property tax identification number is R71371

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

The maximum available credit will be increased by \$20,000.00 for a total available credit of \$366,100.00.

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 JUNE 20, 2005.

GRANTOR:

X *Marvin E. Heater*  
Marvin E. Heater

X *Jeanne E. Heater*  
Jeanne E. Heater

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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Marion

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On this day before me, the undersigned Notary Public, personally appeared **Marvin E. Heater**, 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.

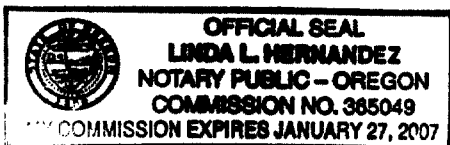
Given under my hand and official seal this 22nd day of June, 2005.

By *Linda L. Hernandez*

Residing at Marion County, Oregon

Notary Public in and for the State of Oregon

My commission expires 01/27/07



*26A*

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

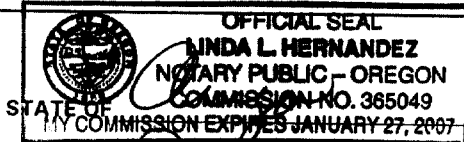
)

) SS

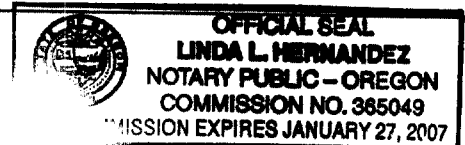
COUNTY OF Marion

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On this day before me, the undersigned Notary Public, personally appeared Jeanne E. Heater, 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 22nd day of June, 2005.By Linda L. HernandezResiding at Marion County, OregonNotary Public in and for the State of OregonMy commission expires 01/27/07

## LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Jackson

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On this 1st day of July, 2005, before me, the undersigned Notary Public, personally appeared JAMES ENKINGand known to me to be the VICE PRESIDENT

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 Diana TobinResiding at MadrasNotary Public in and for the State of OregonMy commission expires 9/10/05