

RECORDATION REQUESTED BY:

PremierWest Bank
Klamath Falls Branch
421 South 7th Street
P. O. Box 5016
Klamath Falls, OR 97601

M05-62702

08/24/2005 01:02:09 PM

Of Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:

PremierWest Bank
Klamath Falls Branch
421 South 7th Street
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Meyers Family Living Trust
PO Box 636
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATC 59614

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 23, 2005, is made and executed between between Malcolm S. Meyers and Marlene Meyers Trustees of the Meyers Family Living Trust dated December 4, 1998 ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 23, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust dated August 23, 2004, in the amount of \$175,000.00, recorded on August 24, 2004 in Vol M04 Page 55927-33 of the Official Records of the Klamath County Clerk, State of Oregon.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:
Parcel 2 of Land Partition 18-02, being a portion of Lot 5, Block 6, Tract No. 1149, La Wanda Hills No. 2, situated in the Southwest 1/4 of Section 14, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as 5524 Grace Drive, Klamath Falls, OR 97603. The Real Property tax identification number is Key No.:R889047 Map No.:R-3908-014C0-02201-000.

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

It is hereby agreed to extend the maturity date to read August 23, 2020.

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 AUGUST 23, 2005.

GRANTOR:

MEYERS FAMILY LIVING TRUST

By: Malcolm S. Meyers, Trustee
Malcolm S. Meyers, Trustee of Meyers Family Living Trust

By: Marlene Meyers, Trustee
Marlene Meyers, Trustee of Meyers Family Living Trust

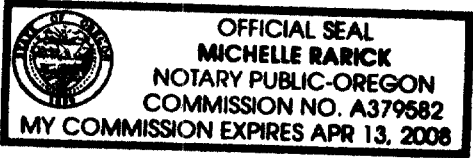
LENDER:

PREMIERWEST BANK

x Michelle Marick
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

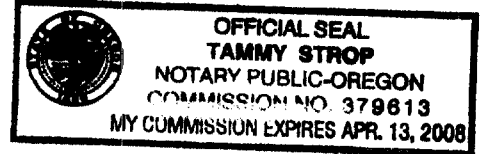


On this 23RD day of AUGUST, 20 05, before me, the undersigned Notary Public, personally appeared Malcolm S. Meyers, Trustee; Marlene Meyers, Trustee of Meyers Family Living Trust, and known to me to be authorized trustees or agents of the trust that executed the Modification of Deed of Trust and acknowledged 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By: Michelle Rarick
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires 4-13-08

LENDER ACKNOWLEDGMENT

STATE OF OREGONCOUNTY OF KLAMATH)
) SS
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On this 23RD day of AUGUST, 20 05, before me, the undersigned Notary Public, personally appeared MICHELLE BARICK and known to me to be the BRANCH MANAGER, 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.

Tammy Strop
Notary Public in and for the State of OREGON

Residing at KLAMATH FALLS
My commission expires 4-13-2008