

RECORDATION REQUESTED BY:

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

M05-64565

Klamath County, Oregon

09/19/2005 03:09:46 PM

Pages 2 Fee: \$26.00

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

ATE 0727

583047172

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 9, 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 and revised by a Modification of Deed of Trust in the amount of \$366,100.00 dated June 20, 2005.

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 maturity date to be extended to December 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 endorers 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 SEPTEMBER 9, 2005.

GRANTOR:

X Marvin E. Heater
Marvin E. Heater

X Jeanne E. Heater
Jeanne E. Heater

LENDER:

PREMIERWEST BANK

X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Marion

) SS

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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.

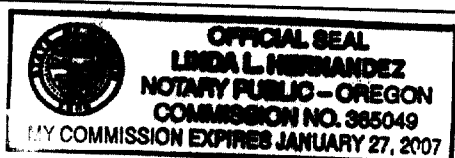
Given under my hand and official seal this 12th day of September, 2005.

By Linda L. Hernandez

Residing at Marion County, Oregon

Notary Public in and for the State of Oregon

My commission expires 01/27/2007



26-A

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
)
COUNTY OF Marion) SS
)

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.

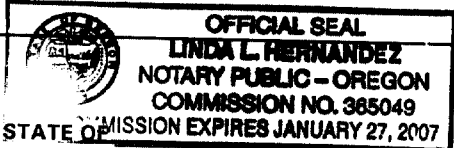
Given under my hand and official seal this 12th day of September, 20 05.

By Linda L. Hernandez

Residing at Marion County

Notary Public in and for the State of Oregon

My commission expires 01/27/2007



LENDER ACKNOWLEDGMENT



STATE OF Oregon)
) SS
COUNTY OF Jackson)

On this 15th day of September, 20 05, before me, the undersigned Notary Public, personally appeared GENE TAYLOR and known to me to be the VP

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 Alma Adams

Residing at Madras

Notary Public in and for the State of Oregon

My commission expires 9/10/09