

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

M05-66207
Klamath County, Oregon
10/11/2005 03:00:18 PM
Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:
PremierWest Bank
Attn: Charlotte Lusk
503 Airport Road
Medford, OR 97504

SEND TAX NOTICES TO:
Michael L. Newdall
Diana L. Newdall
31312 Mountain Lakes Drive
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATE-62394

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 4, 2005, is made and executed between between Michael L. Newdall and Diana L. Newdall; husband and wife ("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 September 13, 2000 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Instrument Deed of Trust in the amount of \$20,000.00 recorded on September 20, 2000 in Vol. M00 Page 34317 in the County of Klamath Clerk's Office.

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

Lots 8 and 9, Block 3, Tract No. 1017, MOUNTAIN LAKES HOMESITES, 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 31312 Mountain Lakes Drive, Klamath Falls, OR 97601. The Real Property tax identification number is R318515 & R318524.

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

It is hereby agreed to increase the principal line amount from \$20,000.00 to \$50,000.00.

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 endorser 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 OCTOBER 4, 2005.

GRANTOR:

x Michael L. Newdall
Michael L. Newdall

x Diana L. Newdall
Diana L. Newdall

LENDER:

PREMIERWEST BANK

x Pamnette Clarke
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
COUNTY OF Jackson

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On this day before me, the undersigned Notary Public, personally appeared Michael L. Newdall and Diana L. Newdall, husband and wife, as tenants by the entirety, 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 4th day of October, 2005.

By Kelly L. Hagy Residing at PremierWest Bank
Notary Public in and for the State of Oregon My commission expires 12/13/2008

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MODIFICATION OF DEED OF TRUST
(Continued)

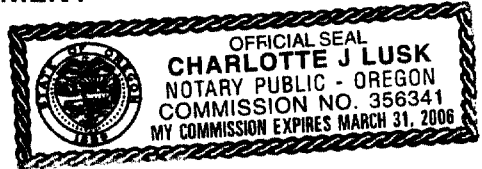
Loan No: 1204246

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LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

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On this 5th day of October, 2005, before me, the undersigned Notary Public, personally appeared Jeannette Clarke and known to me to be the AVP, Consumer Loan Officer, 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 Charlotte J. Lusk
Notary Public in and for the State of Oregon

Residing at Medford
My commission expires 3/31/06