

M05-69303

Klamath County, Oregon

11/17/2005 03:06:46 PM

Pages 2 Fee: \$26.00

RECORDATION REQUESTED BY:

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

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

SEND TAX NOTICES TO:

Jack A. Cook  
1515 Hwy. 234  
Eagle Point, OR 97524

A-6785

583045747

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 9, 2005, is made and executed between between Jack A. Cook ("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 January 10, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust in the amount of \$284,470.00 dated January 10, 2005, recorded on January 21, 2005 as Vol M05 Pg 04710-16 in Klamath County, Oregon at the County Clerk Office and revised by a Modification of Deed of Trust dated August 19, 2005, recorded on August 25, 2005.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:  
Lot 40, Block 1, Tract No. 1077 LAKEWOODS SUBDIVISION UNIT #3, 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 Lot 40, Block 1, Tract No. 1077 Lakewoods Subdivision Unit #3, Klamath Falls, OR 97523. The Real Property tax identification number is R-3805-005AO-01600-000.

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

It is agreed to extend the maturity date to February 10, 2006.

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 NOVEMBER 9, 2005.

GRANTOR:

X Jack A. Cook  
Jack A. Cook

LENDER:

PREMIERWEST BANK

X Authorized Officer  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Jack A. Cook, 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 9 day of November, 2005.

By Rachelle Driskell

Residing at 50755 Shasta Ave Eagle Point OR 97523

Notary Public in and for the State of Oregon

My commission expires July 29, 2009

\$26-A

MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

On this 9 day of November, 2005, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_

\_\_\_\_\_, 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 \_\_\_\_\_

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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LENDER

ACKNOWLEDGMENT

State of Oregon

County of Jackson

On this 10 day of 11, 2005, GENE TAYLOR, VP of PWB

personally appeared before me,

- ☒ who is personally known to me,
- ☐ whose identity I verified on the basis of \_\_\_\_\_,
- ☐ whose identity I verified on the oath/affirmation of \_\_\_\_\_,
- ☐ a credible witness,

to be the signer of the foregoing document, and he/she acknowledge that he/she signed it.

My Commission Expires: 9/10/09 Notary Public

