

M05-70878

Klamath County, Oregon

12/12/2005 11:51:28 AM

Pages 2 Fee: \$26.00

RECORDATION REQUESTED BY:

PremierWest Bank  
Bend Branch  
354 SW Upper Terrace Drive, Suite 102  
Bend, OR 97702

WHEN RECORDED MAIL TO:

PremierWest Bank  
Bend Branch  
354 SW Upper Terrace Drive, Suite 102  
Bend, OR 97702

SEND TAX NOTICES TO:

C Corp.  
PO Box 638  
Redmond, OR 97756

1st 555476

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 28, 2005, is made and executed between between C Corp. an Oregon Corporation ("Grantor") and PremierWest Bank, whose address is Bend Branch, 354 SW Upper Terrace Drive, Suite 102, Bend, OR 97702 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 12, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded in the Klamath County Clerks Office, State of Oregon, on July 18, 2005 in Vol M05 Page 55054-59 in the amount of \$800,000.00.

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

Tract No. 18, Enterprise Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as Lot 18 - Enterprise, Klamath Falls, OR 97603. The Real Property tax identification number is Tax Code No.: 39 Map No. 3809-3400-500 Property ID: R445085.

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

It is hereby agreed to extend the maturity date to August 15, 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 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 NOVEMBER 28, 2005.

GRANTOR:

C CORP.

By: Charles "Chuck" L. Koon, President of C Corp.

LENDER:

PREMIERWEST BANK

X Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Florida )  
 ) SS  
COUNTY OF Dade )

On this 30th day of November, 20 05, before me, the undersigned Notary Public, personally appeared Charles "Chuck" L. Koon, President of C Corp., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Teresa A. Gonzalez  
Notary Public in and for the State of Florida

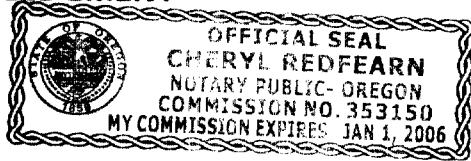
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Deschutes

)  
) SS  
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On this 1st day of Dec, 2005, before me, the undersigned Notary Public, personally appeared Bob over and known to me to be the VP of Premier West Bank, 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 Cheryl Redfearn  
Notary Public in and for the State of Oregon

Residing at Bend, OR  
My commission expires 1/1/06