#### RECORDATION REQUESTED BY:

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

### M05-70879

Klamath County, Oregon 12/12/2005 11:52:00 AM Pages 2 Fee: \$26.00

## 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 as Vol M05 Page 55246-51 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:

Tracts 12 and 15, ENTERPRISE TRACTS, situated in Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM any portions of the above described tracts lying within Tract 1031, Shadow Hills-1 or any vacated portion thereof vacated by Ordinance No. 5852 and recorded in Book M-72 at Page 5439, Microfilm Records of Klamath County, Oregon.

The Real Property or its address is commonly known as 3707 Eberlein Avenue, Klamath Falls, OR 97603. The Real Property tax identification number is Code 062 Map R-3809-034DA-01600-000 Key No. R445094.

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:	1
C CORP.  By:  Charles "Chuck" L. koon, President of C Co	rp.
LENDER:	
PREMIERWEST BANK	
X Authorized Officer	
C	ORPORATE ACKNOWLEDGMENT

STATE OF Florida	)			
COUNTY OF Dade	) SS )			
On this day of d				
By WWW X. Son Zu S.	Residing at	TERESA A. GONZALEZ MY COMMISSION # DD 407125 EXPIRES: May 18, 2009 Bonded Thru Notary Public Underwriters		
Notary Public in and for the State of	(A) My commission expir			

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 483070000

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LENDER ACKNOWLEDGMENT			
country of Alschutes	OFFICIAL SEAL  CHERYL REDFEARN  NOTARY PUBLIC- OREGON COMMISSION MO. 353150 MY COMMISSION EXPIRES JAN 1, 2006		
On this day of and known to me to be the and known to 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.			
	Residing at Send OA  My commission expires 1/1/66		

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