

MTC-1396-7276

M05-71781

Klamath County, Oregon

12/27/2005 11:04:49 AM

Pages 2 Fee: \$26.00

RECORDATION REQUESTED BY:

PremierWest Bank
East McAndrews Branch
1455 E. McAndrews Road
Medford, OR 97504

WHEN RECORDED MAIL TO:

PremierWest Bank
Attn: Loan Secretary
1455 E. McAndrews Road
Medford, OR 97504

SEND TAX NOTICES TO:

The Carriage Works, Inc.
1877 Mallard Lane
Klamath Falls, OR 97601

Ln # 6070000178

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 16, 2005, is made and executed between between The Carriage Works, Inc., an Oregon Corporation ("Grantor") and PremierWest Bank, whose address is East McAndrews Branch, 1455 E. McAndrews Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 20, 2000 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded on January 17, 2001 in the official records of Klamath County Recorder as document Vol. M01 Page 1906-1912 in the amount of \$281,250.00.

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

Parcel 2 of the Land Partition 63-97, being a portion of Land Partition 22-92, situated in the SE1/4 SE1/4 of Section 5, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as 1877 Mallard Lane, Klamath Falls, OR 97601. The Real Property tax identification number is 1002.

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

It is hereby agreed to extend the maturity date to December 20, 2015.

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 DECEMBER 16, 2005.

GRANTOR:

THE CARRIAGE WORKS, INC.

By: Barbara A. Evensizer
Barbara A. Evensizer, President of The Carriage Works, Inc.

By: John E. Evensizer
John E. Evensizer, Secretary of The Carriage Works, Inc.

LENDER:

PREMIERWEST BANK

x Elizabeth D. Baker
Authorized Officer

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Douglas

)
) SS
)



On this 16th day of December, 20 05, before me, the undersigned Notary Public, personally appeared Barbara A. Evensizer, President; John E. Evensizer, Secretary of The Carriage Works, Inc., and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Mary J. Wilson
Notary Public in and for the State of Oregon

Residing at Grant Pass, OR
My commission expires July 8, 2007

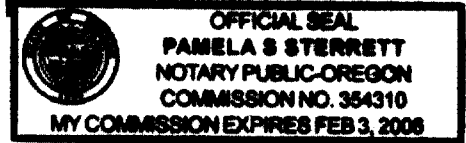
26.0

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 6070000178

Page 2

LENDER ACKNOWLEDGMENT



STATE OF Oregon)
COUNTY OF Jackson) SS

On this 16th day of December, 20 05, before me, the undersigned Notary Public, personally appeared Elizabeth D. Baker and known to me to be the VP Senior Commercial 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 Pamela S Sterrett Residing at 1455 E McAndrews
Notary Public in and for the State of Oregon My commission expires 2-3-06