

RECORDATION REQUESTED BY:

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

M05-71805

Klamath County, Oregon
12/27/2005 11:52:57 AM
Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:

PremierWest Bank
ATTN:Loan Assistant
P O Box 40
Medford, OR 97501

SEND TAX NOTICES TO:

Marvin E. Heater
Jeanne E. Heater
665 Lower Ben Lomand Drive SE
Salem, OR 97302

583047172

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 Marvin E. Heater and Jeanne E. Heater, as tenants by the entirety ("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 December 15, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust dated December 15, 2004, in the amount of \$346,100.00, recorded December 17, 2004 as Document Number Vol MO4 Page 86385 in the Official Records of Klamath County, State of Oregon; modified by a Modification of Deed of Trust dated June 20, 2005 in the amount of \$366,100.00 and subsequently modified by a Modification of Deed of Trust dated September 9, 2005 in the amount of \$366,100.00 .

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

Lot 6, Block 2, Tract No. 1034, LAKEWOODS SUBDIVISION UNIT #1, 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 7841 Skycrest Drive, Klamath Falls, OR 97601. The Real Property tax identification number is R71371.

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

It is hereby agreed that the maturity date is to be extended to June 15, 2006 and to increase the principal loan amount from \$366,100.00 to \$420,000.00.

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 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 DECEMBER 16, 2005.

GRANTOR:

x Marvin E. Heater
Marvin E. Heater

x Jeanne E. Heater
Jeanne E. Heater

LENDER:

PREMIERWEST BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Marion

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared Marvin E. Heater, 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 19th day of December, 20 05.

By M K Daly

Residing at 3295 Triangle Dr SE, Salem 97302

Notary Public in and for the State of Oregon

My commission expires 5/05/07

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 583047172

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Marion

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared **Jeanne E. Heater**, 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 19th day of December, 20 05.

By MKDaly
Notary Public in and for the State of Oregon

Residing at 3295 Triangle Dr SE, Salem OR 97302
My commission expires 5/05/2007

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

)
) SS
)



On this 21 day of December, 20 05, before me, the undersigned Notary Public, personally appeared Gail A Taylor and known to me to be the VP

, 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 Jenny Maddock
Notary Public in and for the State of Oregon

Residing at Medford
My commission expires 3-14-06