

MTC 1396-7371

M06-02176

Klamath County, Oregon

02/03/2006 10:39:03 AM

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

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.

SEND TAX NOTICES TO:

Donald N. Bauhofer  
250 NW Franklin Ave, Suite 204  
Bend, OR 97701

583047347

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 26, 2006, is made and executed between between Donald N. Bauhofer ("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 20, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

This Line of Credit Deed of Trust in the amount of \$344,500.00, recorded on December 30, 2004 as Document number M04 89757 in the official records of the Klamath County Clerk.

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

Lots 336 and 337, RUNNING Y RESORT - PHASE 4, SECOND ADDITION, 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 5048 & 5050 Cormorant Loop, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-009D0-08700-000 Key No. 884724; 3808-009D0-08800-000 Key No. 884725.

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

It is hereby agreed to extend the maturity date to read March 27, 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 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 JANUARY 26, 2006.

GRANTOR:

X   
Donald N. Bauhofer

LENDER:

PREMIERWEST BANK

X   
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

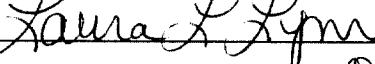
STATE OF Oregon  
COUNTY OF Deschutes

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Donald N. Bauhofer, 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 26th day of January, 2006.

By 

Residing at Bend

Notary Public in and for the State of Oregon

My commission expires Sept 23 2006

26.00

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 583047347

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 \_\_\_\_\_