

WTC-68454

**RECORDATION REQUESTED BY:**

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

**M06-03925**

Klamath County, Oregon

03/03/2006 10:36:58 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:**

Restoration and Building Services, LLC  
P O Box 1213  
Medford, OR 97501

1929750001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated February 22, 2006, is made and executed between between Restoration and Building Services, LLC, an Oregon Limited Liability Company ("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 February 24, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded on February 25, 2005 in the Klamath County Recorders Office as Volume #M05 Page 12523 in the amount of \$400,000.00.

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

Parcel 1:

Lot 38, NEW DEAL TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel 2:

Lot 1 of GARDEN 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 4329, 4333 and 4355 Shasta Way, Klamath Falls, OR 97603. The Real Property tax identification number is 3809-035CC-05900-000, 3809-035CC-05800-000.

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

It is hereby agreed to extend the maturity date to February 24, 2007.

**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 FEBRUARY 22, 2006.**

**GRANTOR:**

**RESTORATION AND BUILDING SERVICES, LLC**

By: Steve Hanlin  
Steve Hanlin, Member of Restoration and Building Services, LLC

**LENDER:**

**PREMIERWEST BANK**

X [Signature]  
Authorized Officer

26.0

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 1929750001

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

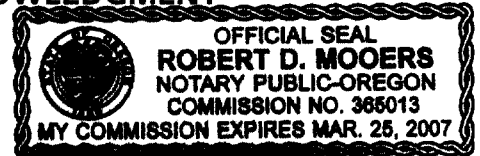
STATE OF Oregon

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COUNTY OF TJcton

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On this 24<sup>th</sup> day of February, 20 06, before me, the undersigned Notary Public, personally appeared Steve Hanlin, Member of Restoration and Building Services, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Robert D. Mooers

Residing at Medford

Notary Public in and for the State of Oregon

My commission expires 3-25-2007

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Jackson

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On this 24<sup>th</sup> day of February, 20 06, before me, the undersigned Notary Public, personally appeared Dave Mooers and known to me to be the Vice President of Premierwest 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 Ellen Scriven

Residing at Medford

Notary Public in and for the State of Oregon

My commission expires 01/13/09