**RECORDATION REQUESTED BY:** 

PremierWest Bank Klamath Falls Branch 421 South 7th Street P. O. Box 5016 Klamath Falls, OR 97601 M06-04327

Klamath County, Oregon 03/09/2006 03:08:49 PM Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:

PremierWest Bank Klamath Falls Branch 421 South 7th Street Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Southview Properties, L.L.C. 22101 N.E. 150th Avenue Battleground, WA 98064

006-128

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated March 6, 2006, is made and executed between between Southview Properties, LLC ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 5, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust dated September 5, 2005, recorded on September 6, 2005, as Document No. M05-63596 in the Official Records of Klamath County, Oregon, given to secure a Note in the principal amount of \$167,422.00.

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

Lot 14 in Tract 1416, The Woodlands - Phase 1, 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 5100 Earch Lane, Klamath Falls, OR 97601. The Real Property tax identification number is R3808-036DC-04600.

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

It is hereby agreed to extend the term of the Note to May 5, 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.

	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 MARCH 6, 2006.			
	GRANTOR:			
	SOUTHVIEW PROPERTIES, L.L.C.			
	By: Gregory P. Jessert, Manager of Southview Properties, L.L.C.			
	LENDER:			
	PREMIER WEST BANK			
	X Authorized Officer			
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT				
	STATE OF OFFICIAL SEAL TAMMY STROP NOTARY PUBLIC-OREGON			
	COUNTY OF COMMISSION NO 379813 MY COMMISSION EXPIRES APR. 13, 2008			
	On this			
	Desiding as ( ) 1 (1) \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			

My commission expires

CUOV



Notary Public in and for the State of

## **MODIFICATION OF DEED OF TRUST**

Page 2

Loan No: 593071131 (Continued)

LENDER ACKNOWLEDGMENT			
COUNTY OF HOLL	) ) SS )	OFFICIAL SEAL TAMMY STROP NOTARY PUBLIC-OREGON COMMISSION NO 379613 MY CUMMISSION EXPIRES APR. 13, 2008	
acknowledged said instrument to be the free and v	, authorized agent for the Ler oluntary act and deed of the said therein mentioned, and on oath seal of said Lender.	nder that executed the within and foregoing instrument and Lender, duly authorized by the Lender through its board of a stated that he or she is authorized to execute this said	