ASPEN: 59830

RECORDATION REQUESTED BY:

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

M06-04505

Klamath County, Oregon 03/13/2006 03:10:30 PM Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:

PremierWest Bank ATTN:Loan Assistant POBox 40 Medford, OR 97501

SEND TAX NOTICES TO:

Jack A. Cook 1515 Hwy. 234 Eagle Point, OR 97524

583045747

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 3, 2006, is made and executed between between Jack A. Cook ("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 January 10, 2005 (the "Deed of Trust") which has been recorded

Line of Credit Deed of Trust in the amount of \$284,470.00 dated January 10, 2005, recorded on January 21, 2005 as Vol M05 Pg 04710-16 in Klamath County, Oregon at the County Clerk Office and revised by a Modification of Deed of Trust dated August 19, 2005, recorded on November 17, 2005.

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

Lot 40, Block 1, Tract No. 1077 LAKEWOODS SUBDIVISION UNIT #3, according to the official plat thereof on file in the office of the Clerk

The Real Property or its address is commonly known as Lot 40, Block 1, Tract No. 1077 Lakewoods Subdivision Unit #3, Klamath Falls, OR 97601. The Real Property tax identification number is R-3805-005AO-01600-000 MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

It is agreed to extend the maturity date to May 10, 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 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. 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, 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 A ITS TERMS. THIS MODIFICATION OF DEED O  GRANTOR:  X  Jack A. Cook  LENDER:  PREMIERWEST BANK  X  Authorized Officer	only to any initial extension or modification.  ILL THE PROVISIONS OF THIS MODIFIC F TRUST IS DATED MARCH 3, 2006.	nanges and provisions of this Modification or otherwise tion, but also to all such subsequent actions.  CATION OF DEED OF TRUST AND GRANTOR AGREES
IN	IDIVIDUAL ACKNOWLEDG	3MFNT SSECTION OF THE STATE OF
STATE OF Oregon	. )	OFFICIAL SEAL RACHFILLE DRIENELL
county of Jackson	) ss 	COMMISSION NO. 393521
On this day before me, the undersigned Notary is	Public, personally appears to a	

On this day before me, the undersigned Notary Public, personally appeared Jack A. Cook, 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 Given under my hand and official seal this day of March 2006 moRel Notary Public in and for the State of Oregon Residing at My commission expires

26-A

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 583045747

(Continued) Page 2

$\sim$	LENDER ACKNOWLEDGMEN	NT OFFICIAL SEAL		
CTATE OF (VISE)	ì	DIANA TOBIN NOTARY PUBLIC-OREGON		
STATE OF CONTRACTOR	) SS	COMMISSION NO. 396435 MY COMMISSION EXPIRES SEPTEMBER 10, 2009		
COUNTY OF UChsor	)			
On this Gay of		before me, the undersigned Notary Public, personally		
appeared 3HIS A TAYCOK and known to me to be the appeared, 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 oxinerwise, 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 the corporate that the seal affixed is the seal affixed is the seal affixed in the seal affixed is the seal affixed in the seal aff	orate seal of said Lender.  Residing at	Misfal		
Notary Public in and for the State of	My commission	expires 9/10/59		
	0			
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