M06-10525

Klamath County, Oregon 05/24/2006 03:01:33 PM

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

This document is being recorded as an accomodation only. No information contained herein has been verified.

Aspen Title & Escrow, Inc.

SEND TAX NOTICES TO:

Jack A. Cook P O Box 2520

304574

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

White City, OR 97503 ASPEN 6896

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 17, 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 in Klamath County, State of Oregon, as follows:

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 August 25, 2005 and revised by a Modification of Deed of Trust dated November 9, 2005, recorded on November 17, 2005 and subsequently revised by a Modification of Deed of Trust dated March 3, 2006 recorded on March 13, 2006.

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 of Klamath County, Oregon

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 read August 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 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 MAY 17, 2006.

GRANTOR: LENDER: PREMIERWEST BANK

INDIVIDUAL ACKNOWLEDGMENT

STATE OF	Uro	0	5	
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COUNTY OF JOURNA

Authorized Office

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OFFICIAL SEAL RACHELLE DRISKELL VOTE DE PUBLIC-OREGON COMMISSION NO. 393621 MMISSION EXPIRES JULY 29, 2009

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 and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

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Notary Public in and for the State of

My commission expires

Jay

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126A

Loan No: 583045747

MODIFICATION OF DEED OF TRUST (Continued)

Page 2

	LENDED AOKNOW ED CO.	
	LENDER ACKNOWLEDGM	ENT
STATE OF ONLY)	OFFICIAL SEAL JENNY MADDOCK NOTARY PUBLIC-OREGON
COUNTY OF Jacks	_))	COMMISSION NO. 402943 MY COMMISSION EXPIRES MAR. 14, 2010
On this 33 day of Mappeared Slue A Tayl	and known to me to b	
acknowledged said instrument to be the free and directors or otherwise, for the uses and purposi instrument and that the seal affixed is the corrora	es therein mentioned and on cath	that executed the within and foregoing instrument and der, duly authorized by the Lender through its board of ted that he or she is authorized to execute this said
By Wall	Residing at	Medhira
Notary Public in and for the State of	My commissio	n expires 3-14-10
LASER PRO Lending Viz. E 31.00 CO.		***************************************
E-POLITY FIG. LOTTING, Var. 5.51.00.004	Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved.	OR C:\HFS\CF\\LPL\G202.FC TR-67118 PR-7