

MTC 1396-7917

RECORDATION REQUESTED BY:

PremierWest Bank  
East McAndrews Branch  
1455 E. McAndrews Road  
Medford, OR 97504

M06-15034

Klamath County, Oregon

07/26/2006 02:21:02 PM

Pages 2 Fee: \$26.00

WHEN RECORDED MAIL TO:

PremierWest Bank  
Attn: Loan Secretary  
1455 E. McAndrews Road  
Medford, OR 97504

SEND TAX NOTICES TO:

Carroll B Lewis  
Michelle C Lewis  
1315 Poppy Ridge Dr  
Eagle Point, OR 97524

513008059

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 14, 2006, is made and executed between Carroll B. Lewis and Michelle C. Lewis; as tenants by the entirety ("Grantor") and PremierWest Bank, whose address is East McAndrews Branch, 1455 E. McAndrews Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 11, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded on August 9, 2002 in the official records of the Klamath County Recorder as document number 45002-07 in the amount of \$59,000.00.

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

Lot 278, RUNNING Y RESORT, PHASE 5, 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 Lot 278 of Running Y Resort, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-009A0-05500-000.

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

It is hereby agreed to extend the maturity date to August 1, 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 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 JULY 14, 2006.

GRANTOR:

X Carroll B Lewis

X Michelle C Lewis

LENDER:

PREMIERWEST BANK

X Authorized Officer

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.

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson

I  
I SS  
I



On this day before me, the undersigned Notary Public, personally appeared Carroll B Lewis and Michelle C Lewis, as tenants by the entirety, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of July, 2006.  
By Carmen L Hernandez Residing at Medford  
Notary Public in and for the State of Oregon  
My commission expires 12-2-2006

26.00

## LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson) SS  
)

On this 20th day of July, 2006, before me, the undersigned Notary Public, personally appeared Libby Fridinger, 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 Carmen L. Hernandez  
Notary Public in and for the State of Oregon

Residing at Medford  
My commission expires 12-2-2006

Unofficial  
Copy