

2006-022479

Klamath County, Oregon

RECORDATION REQUESTED BY:

PremierWest Bank
Bend Branch
354 SW Upper Terrace Drive, Suite 102
Bend, OR 97702



00008389200600224790030032

WHEN RECORDED MAIL TO:

PremierWest Bank
Bend Branch
354 SW Upper Terrace Drive, Suite 102
Bend, OR 97702

11/09/2006 02:56:42 PM

Fee: \$31.00

SEND TAX NOTICES TO:

C Corp.
PO Box 638
Redmond, OR 97756

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1st 06-528

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 30, 2006, is made and executed between between C Corp. ("Grantor") and PremierWest Bank, whose address is Bend Branch, 354 SW Upper Terrace Drive, Suite 102, Bend, OR 97702 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 23, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded on March 24, 2006 in the official records of Klamath County Clerk, State of Oregon, as Document No. M06-05551 in the amount of \$685,000.00 and modified by a Modification of Deed of Trust dated August 15, 2006 in the amount of \$675,000.00.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Enterprise Lots 20 and 21, Klamath Falls, OR 97601. The Real Property tax identification number is R442738, R442747, and R445067.

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

It is hereby agreed to extend the maturity date to December 25, 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 endorser 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 OCTOBER 30, 2006.

GRANTOR:

C CORP.

By: George L. Werner, Secretary/Treasurer of C Corp.

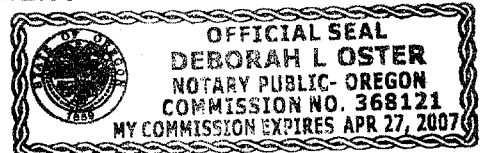
LENDER:

PREMIERWEST BANK

X Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Deschutes



On this 30th day of October, 2006, before me, the undersigned Notary Public, personally appeared George L. Werner, Secretary/Treasurer of C Corp., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Deborah L Oster
Notary Public in and for the State of Oregon

Residing at Redmond, Oregon
My commission expires Apr. 27, 2007

LENDER ACKNOWLEDGMENT

STATE OF

Oregon

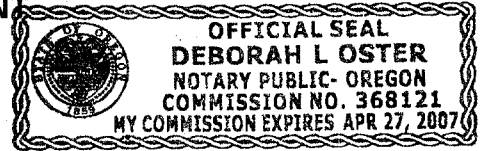
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COUNTY OF

Deschutes

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On this 31st day of October, 20 06, before me, the undersigned Notary Public, personally appeared Robert Dyer and known to me to be the VP + Branch Manager, 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

Deborah L Oster

Residing at

Redmond, Oregon

Notary Public in and for the State of

Oregon

My commission expires

Apr. 27, 2007

EXHIBIT 'A'

LEGAL DESCRIPTION:

A parcel of land lying in Tracts 20 and 21 of Enterprise Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at a point which is the center of Section 34, Township 38 South, Range 9 East of the Willamette Meridian; thence East along said centerline of Section 34, 670 feet, more or less to the East line of Tract 21; thence North along the East line of said Tracts 21 and 20 to the Northeast corner of Tract 20; thence West along the North line of Tract 20 to the Northwest corner of Tract 20; thence South along the West line of Tracts 20 and 21 to the point of beginning, Together with a right of way along existing roads on the East side of Tract 21.

Excepting therefrom the following described parcel: Beginning at a point at the Northeast corner of Tract 20 Enterprise Tracts of Klamath County, thence Westerly along the Northern boundary line of said tract a distance of 664.2 feet, more or less to the Northwest corner of said Tract 20; thence southerly 30 feet along the West boundary line to the fence; thence Easterly along said fence line a distance of 164.2 feet, more or less parallel to the Northern boundary line of said tract; thence continuing East along said fence line a distance of 500 feet more or less to a point on the East boundary line of said Tract 20 which is 37 feet South from the point of beginning; thence Northerly along the East boundary line 37 feet to the point of beginning.

Also, all of Tract 21 of Enterprise Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, saving and excepting therefrom that portion conveyed to Joe Bart and Edith Bart by Deed Volume 305 on page 230, and those portions conveyed to the State of Oregon by and through its State Highway Commission by Deed Volume 337 on page 350, and by Deed Volume M-67 on page 7464, all Records of Klamath County, Oregon.

Saving and excepting any portion lying within the boundaries of Foothill Blvd.

Initials: _____