#### RECORDATION REQUESTED BY:

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

### WHEN RECORDED MAIL TO:

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

# 2006-023863 Klamath County, Oregon



11/30/2006 11:59:18 AM

Fee: \$26.00

#### SEND TAX NOTICES TO:

C Corp. PO Box 638 Redmond, OR 97756

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASPEN: 61028

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 27, 2006, is made and executed between between C Corp. an Oregon Corporation ("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 July 12, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust recorded in the Klamath County Clerks Office, State of Oregon, on July 18, 2005 in Volume M05 Pages 55246-51 in the amount of \$800,000.00; modified by a Modification of Deed of Trust dated November 28, 2005 in the amount of \$520,000.00; and modified by a Modification of Deed of Trust dated August 15, 2006 in the amount of \$520,000.00.

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

Tracts 12 and 15, ENTERPRISE TRACTS, situated in Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM any portions of the above described tracts lying within Tract 1031, Shadow Hills-1 or any vacated portion thereof vacated by Ordinance No. 5852 and recorded in Book M-72 at Page 5439, Microfilm Records of Klamath County, Oregon.

The Real Property or its address is commonly known as 3707 Eberlein Avenue, Klamath Falls, OR 97603. The Real Property tax identification number is Code 062 Map R-3809-034DA-01600-000 Key No. R445094.

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

It is hereby agreed to extend the maturity date to January 15, 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 NOVEMBER 27, 2006.
GRANTOR:
C CORP.
By: George L Werner, Secretary/Treasurer of C Corp.
LENDER:
PREMIERWEST BANK
Authorized Officer
COPPORATE ACKNOWN EDGRAFAIT
CORPORATE ACKNOWLEDGMENT OFFICIAL SEAL
STATE OF JULIE A BEST NOTARY PUBLIC - OREGON
COUNTY OF HESCHULES ) SS COMMISSION NO. 378671 (MY COMMISSION EXPIRES MAY 1, 2008 )
On this
By Well A Residing at Refund
Notary Public in and for the State of Oregon My commission expires 5-1-08

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 483070000

Page 2

LENDER ACKNOWLEDGMENT			
STATE OF		<b>)</b>	
		) SS	
COUNTY OF		}	
On this	day of	, 20, before me, the undersigned Notary Public, personallyand known to me to be the, authorized agent for the Lender that executed the within and foregoing instrument and	
directors or otherwis		therein mentioned, and on gath stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is authorized to assess the stated that he or sho is a stated that he or sho is a stated that he are shown in the stated that t	
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LASER PRO Lending, Ver. 5.33.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - OR C:\HFS\CFRLPL\G202.FC TR-68373 PR-COMUNSEC