

2006-024906

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
P. O. Box 5016  
Klamath Falls, OR 97601



00011189200600249060020021

12/18/2006 11:04:51 AM

Fee: \$26.00

**WHEN RECORDED MAIL TO:**

PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
Klamath Falls, OR 97601

**SEND TAX NOTICES TO:**

Roy D. Keeton  
Tina J. Keeton  
46104 Gift Road  
Bonanza, OR 97623

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated December 14, 2006, is made and executed between Roy D. Keeton and Tina J. Keeton, as tenants by the entirety ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 17, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust recorded on February 21, 2006 as Document Number M06-03245 in the Official Records of Jackson County, Oregon.

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

The E1/2 of NW1/4; Government Lots 1, 2 and 3; the NE1/4 of SW1/4 of Section 19, Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon; the E1/2 of NE1/4 of Section 24, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon

The Real Property or its address is commonly known as 46104 Gift Road, Bonanza, OR 97623. The Real Property tax identification number is 4014-01900-00300-000, Key Nos. 115645 and 891479; 4014-01900-00600-000, Key No. 115663; 4014-01900-00700-000, Key No. 115654; and 4013-00000-06700-000, Key No. 629993.

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

It is hereby agreed to extend the maturity date to January 30, 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.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. 59.

**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 DECEMBER 14, 2006.**

**GRANTOR:**

X \_\_\_\_\_  
Roy D. Keeton

X \_\_\_\_\_  
Tina J. Keeton

**LENDER:**

**PREMIERWEST BANK**

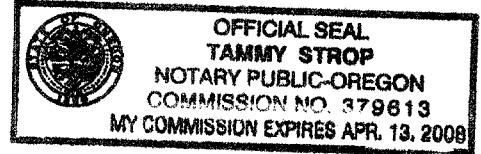
X \_\_\_\_\_  
Authorized Officer

26-F

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared Roy D. Keeton and Tina J. Keeton, 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.

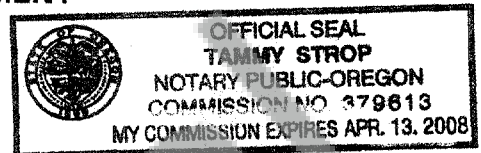
Given under my hand and official seal this 15<sup>th</sup> day of December, 2008.

By Tammy Strop Residing at \_\_\_\_\_  
Notary Public in and for the State of Oregon My commission expires April 13, 2008

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

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On this 15<sup>th</sup> day of December, 2008, before me, the undersigned Notary Public, personally appeared Earl Parker and known to me to be the Lender Officer, 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 Tammy Strop Residing at 421 S. 7th St. K Falls Or  
Notary Public in and for the State of Oregon My commission expires April 13, 2008