

MTCL68454  
RECORDATION REQUESTED BY:  
PremierWest Bank  
Southern Oregon Loan Production Office  
P O Box 40  
503 Airport Road  
Medford, OR 97501

2006-025542  
Klamath County, Oregon



12/29/2006 11:17:45 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:  
PremierWest Bank  
ATTN: Loan Assistant  
P O Box 40  
Medford, OR 97501

SEND TAX NOTICES TO:  
Steven D. Hanlin  
1475 Ramada  
Medford, OR 97504

1929750001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 21, 2006, is made and executed between Steven D. Hanlin ("Grantor") and PremierWest Bank, whose address is Southern Oregon Loan Production Office, 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 February 24, 2005 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust in the principal amount of \$400,000.00 recorded as Document No. Volume M05, Page 12523-29 on February 25, 2005 in the Official Records of Klamath County, State of Oregon; followed by a Modification of Deed of Trust dated February 22, 2006 in the principal amount of \$400,000.00.

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

Lot 1 of GARDEN TRACTS, 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 4329 and 4333 Shasta Way, Klamath Falls, OR 97603. The Real Property tax identification number is 3809-035CC-05800-000.

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

It is hereby agreed to release collateral located at 4355 Shasta Way, Klamath Falls, OR 97603. The remaining property was transferred to Steven D. Hanlin by Statutory Bargain and Sale Deed dated October 20, 2006, recorded on October 27, 2006 as Document No. 2006-021660 in Klamath County, Oregon.

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 endorers 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 DECEMBER 21, 2006.

GRANTOR:

x Steven D. Hanlin

LENDER:

PREMIERWEST BANK

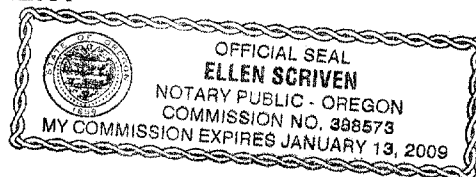
x Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

)  
) SS  
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On this day before me, the undersigned Notary Public, personally appeared **Steven D. Hanlin**, 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 28th day of December, 20 06.

By Ellen Scriven

Residing at Medford

Notary Public in and for the State of Oregon

My commission expires 01/13/09

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

)  
) SS  
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On this 28th day of December, 20 06, before me, the undersigned Notary Public, personally appeared Jim Senross and known to me to be the Vice President of PremierWest Bank, 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 [Signature]

Residing at Medford

Notary Public in and for the State of Oregon

My commission expires 01/13/09