

MTCT4325
RECORDATION REQUESTED BY:
PremierWest Bank
East McAndrews Branch
1455 E. McAndrews Road
Medford, OR 97504

2007-001432
Klamath County, Oregon



01/26/2007 03:27:54 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:
PremierWest Bank
Attn: Loan Secretary
1455 E. McAndrews Road
Medford, OR 97504

SEND TAX NOTICES TO:
Karen D. Gail
R. Terry Gail
3565 Seutter Place
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

513078615

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 25, 2007, is made and executed between Karen D. Gail and R. Terry Gail, 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 April 27, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Line of Credit Deed of Trust recorded on May 1, 2006 in the Klamath County Recorders Office as document number M06-08477 in the amount of \$244,184.00.

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

Lot 47, TRACT 1428 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 3465 Barnes Way, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-012BA-10600-000 Key No. 890856.

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

It is hereby agreed to extend the maturity date to April 27, 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 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 JANUARY 25, 2007.

GRANTOR:

X Karen D. Gail
Karen D. Gail

X R. Terry Gail
R. Terry Gail

LENDER:

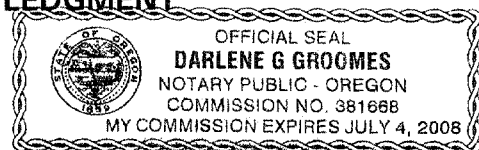
PREMIERWEST BANK

X Darlene G Groomes
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson

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On this day before me, the undersigned Notary Public, personally appeared Karen D. Gail and R. Terry Gail, 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 25 day of January, 20 07.

By Darlene G Groomes

Residing at Medford

Notary Public in and for the State of Oregon

My commission expires 7-4-08

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 513078615

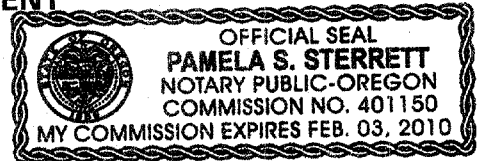
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LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

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On this 25th day of Jan, 20 07, before me, the undersigned Notary Public, personally appeared Darlene G. Groomes and known to me to be the

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 Pamela S. Sterrett
Notary Public in and for the State of Oregon

Residing at 1455 E McAndrews
My commission expires 2-3-2010