

2007-012698

Klamath County, Oregon



07/17/2007 03:34:31 PM

Fee: \$26.00

RECORDATION REQUESTED BY:

PremierWest Bank
East McAndrews Branch
1455 E. McAndrews Road
Medford, OR 97504

WHEN RECORDED MAIL TO:

PremierWest Bank
Attn: Loan Secretary
1455 E. McAndrews Road
Medford, OR 97504

SEND TAX NOTICES TO:

Cynthia Postlethwait
6800 Crater Lake Highway
White City, OR 97503

#2267550001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 23, 2007, is made and executed between Cynthia J. Postlethwait ("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 March 27, 2007 (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 \$100,000.00 recorded as Document No. 2007-006393 on April 5, 2007 in the Official Records of Klamath County, State of Oregon.

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

Lot 5 except the East 25 feet thereof, and all of lot 6 in Block 3, of WEST HILLS HOMES, 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 2449 Redwood Drive, Klamath Falls, OR 97601. The Real Property tax identification number is 3909-005BC-01900-000, 3909-005BC-02000-000.

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

It is hereby agreed to extend the maturity date from May 23, 2007 to August 23, 2007; and to include the following in the terms of the Deed of Trust:

Existing Indebtedness. The following provisions concerning Existing Indebtedness are a part of the Deed of Trust:

Existing Lien. The lien of the Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over the Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

The following capitalized term is included as a Definition in the Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of the Deed of Trust.

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 MAY 23, 2007.

GRANTOR:

Cynthia Postlethwait

X

Cynthia Postlethwait

LENDER:

PREMIERWEST BANK

X *RS [Signature]*
Authorized Officer

210-

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Jackson)

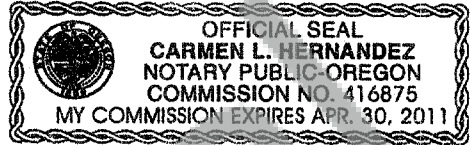


On this day before me, the undersigned Notary Public, personally appeared Cynthia Postlethwait, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of May, 20 07.
By Carmen L. Hernandez Residing at Medford
Notary Public in and for the State of Oregon My commission expires 04-30-2011

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Jackson)



On this 29th day of May, 20 07, before me, the undersigned Notary Public, personally appeared R.L. GRIZZELL and known to me to be the AVP Commercial Loan 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 Carmen L. Hernandez Residing at Medford
Notary Public in and for the State of Oregon My commission expires 04-30-2011

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