

2007-013197

Klamath County, Oregon



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07/25/2007 03:15:37 PM

Fee: \$31.00

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:

Ambrose W. McAuliffe
Susan J. McAuliffe
PO Box 456
Fort Klamath, OR 97626

80264

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 18, 2007, is made and executed between Ambrose W. McAuliffe and Susan J. McAuliffe, husband and wife, not as tenants by the entirety, but as tenants in common. ("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 June 21, 2006 (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 \$500,000.00 recorded as Document No. M06-13382 on June 30, 2006, re-recorded as Document No. 2006-017914 on September 6, 2006, 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:

Township 33 South, Range 7 1/2 East of the Willamette Meridian:

Section 26: E1/2 SW1/4, W1/2 W1/2 SE1/4, S1/2 N1/2 SE1/4 NW1/4, SW1/4 SW1/4 NE1/4, S1/2 SE1/4 NW1/4

(Assessor's #3307-V2600-00800)

The Real Property or its address is commonly known as 50309 Highway 62, Chiloquin, OR 97624. The Real Property tax identification number is R74699.

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

It is hereby agreed to extend the maturity date from July 1, 2007 to July 1, 2008; 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 endorser 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 JULY 18, 2007.

GRANTOR:

x
Ambrose W. McAuliffe

x
Susan J. McAuliffe

LENDER:

PREMIERWEST BANK

x
Authorized Officer

AMERITITLE, has recorded this Instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

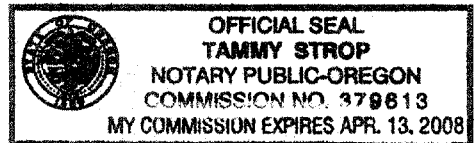
MODIFICATION OF DEED OF TRUST
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Ambrose W. McAuliffe**, 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 19th day of July, 2007.

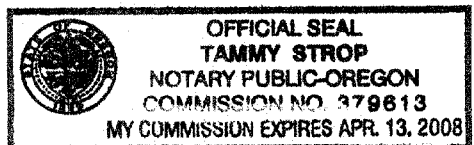
By Tammy Strop Residing at Klamath Falls

Notary Public in and for the State of Oregon My commission expires April 13, 2008

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Susan J. McAuliffe**, 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 19th day of July, 2007.

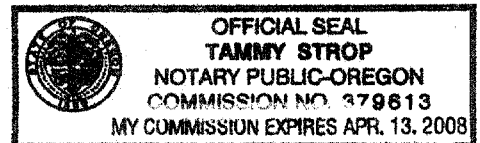
By Tammy Strop Residing at Klamath Falls

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 19th day of July, 2007, before me, the undersigned Notary Public, personally appeared Jim Macloszyk and known to me to be the Lending 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 Klamath Falls

Notary Public in and for the State of Oregon My commission expires April 13, 2008