MTC 74931

RECORDATION REQUESTED BY:

PremierWest Bank Redmond-Nolan Town Center 875 SW Rimrock Way, Suite 100 Redmond, OR 97756

WHEN RECORDED MAIL TO:

remierWest Bank Redmond-Nolan Town Center 875 SW Rimrock Way, Suite 100 Redmond, OR 97756

2007-013731 Klamath County, Oregon



08/03/2007 11:52:58 AM

Fee: \$26.00

SEND TAX NOTICES TO:

Donald N. Bauhofer 250 NW Franklin Avenue, Suite 204 Bend, OR 97701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 25, 2007, is made and executed between Donald N. Bauhofer ("Grantor") and PremierWest Bank, whose address is Redmond-Nolan Town Center, 875 SW Rimrock Way, Suite 100, Redmond, OR 97756 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 13, 2006 (the "Deed of Trust") which has been recorded in

Original Deed of Trust in the principal amount of \$3,104,958.00 recorded as Document No. M06-12620 on June 20, 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:

Lots 1300 through 1305, 1307, 1309 and 1310 Tract 1444, RUNNING Y RESORT PHASE 4, 4TH ADDITION, 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 Lots 1300 through 1305, 1307, 1309 and 1310 Tract 1444, Running Y Resort Phase 4, 4th Addition, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-009D0-11000-000; 3808-009D0-10900-000; 3808-009D0-10900-000; 3808-009D0-10500-000; 3808-009D0-11500-000; 3808-009D0-11500-000;

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

It is hereby agreed to extend the maturity date from June 13, 2007 to June 13, 2008. Lots 1306, 1308 and 1311 have been released.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force 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 Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the 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.

PARTIAL RELEASE PROVISION. Lender shall execute a partial release of the lien on the Deed of Trust securing this loan upon the following conditions: Partial release for Lots 1300 through 1305, 1307, 1309 and 1310 shall be granted by Lender upon receipt of a principal reduction time such release is requested by Borrower, and, provided that the Borrower has not breached or otherwise defaulted under the terms of the

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 25, 2007.

GRANTOR:

LENDER:

PREMIERWEST BANK

Authorized Office

26.00

. √IODIFICATION OF DEED OF TRU. (Continued)

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF ORGOV	OFFICIAL SEAL
country of Deschules	NOTARY PUBLIC-OREGON (COMMISSION NO. 409755 (COMMISSION EXPIRES SEPT. 23, 2010 (COMMISSION EXPIRES SEPT. 24, 2010 (COMMIS
the uses and purposes therein mentioned.	appeared Donald N. Bauhofer , to me known to be the individual described redged that he or she signed the Modification as his or her free and voluntary
By Alla Amm	day of, 20 <u>07</u> . Residing at
Notary Public in and for the State of	My commission expires Sept 23, 2010
LENDER ACKNOWLEDGMENT	
COUNTY OF LESS KUTOS	OFFICIAL SEAL DONNA OVERTON NOTARY PUBLIC-OREGON COMMISSION NO. 414833
On this 2782 day of July appeared Robert Dyer manager authorize	my COMMISSION EXPIRES MAR. 1, 2011 20 7, before the undersigned Notary Public, personally
directors or otherwise, for the uses and purposes therein mentio instrument and that the seal affixed is the corporate seal of said Ler	deed of the said Lender, duly authorized by the Lender through its based of
Notary Public in and for the State of (CACM)	Residing at Klamand

LASER PRO Landing, Ver. 5.36.00.004 Copr. Harla