

RECORDATION REQUESTED BY:

PremierWest Bank
Klamath Falls Branch
421 South 7th Street
P. O. Box 5016
Klamath Falls, OR 97601



01/28/2008 03:02:37 PM

Fee: \$31.00

WHEN RECORDED MAIL TO:

PremierWest Bank
Klamath Falls Branch
421 South 7th Street
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Keith Buckingham
Shelley Buckingham
1880 Terrace Ave
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

157 962134
MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 28, 2008, is made and executed between Keith Buckingham and Shelley Buckingham, husband and wife ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 9, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$150,000.00, recorded on January 9, 2007 as Document No. 2007-000439 in the official records of the Klamath County Clerk.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1620 Wade Circle, Klamath Falls, OR 97601. The Real Property tax identification number is R170978.

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

It is hereby agreed to extend the maturity date from January 9, 2008 to March 9, 2008.

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 JANUARY 28, 2008.

GRANTOR:

Keith Buckingham

x
Shelley Buckingham

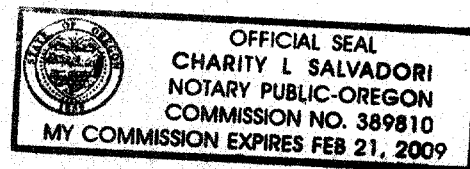
LENDER:

PREMIERWEST BANK

x
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath



On this day before me, the undersigned Notary Public, personally appeared Keith Buckingham, 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 January, 2008
By
Notary Public in and for the State of Oregon Residing at Klamath Falls, OR
My commission expires 2/21/09

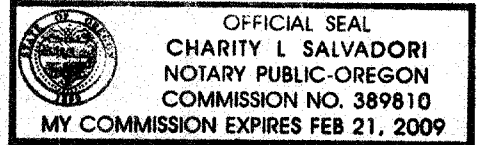
MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared **Shelley Buckingham**, 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

January, 20 08

By Charity L. Salvadori

Residing at Klamath Falls, OR

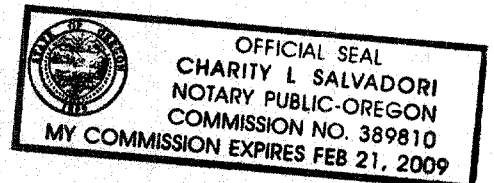
Notary Public in and for the State of Oregon

My commission expires 2/21/09

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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) SS
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On this 28th day of January, 20 08, before me, the undersigned Notary Public, personally appeared Jim Mieloszyc, and known to me to be the Commercial Loan Officer authorized agent for **PremierWest Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PremierWest Bank**, duly authorized by **PremierWest Bank** 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 in fact executed this said instrument on behalf of **PremierWest Bank**.

By Charity L. Salvadori

Residing at Klamath Falls, OR

Notary Public in and for the State of Oregon

My commission expires 2/21/09

EXHIBIT "A"

File No.: **7029-962134**

Policy No.: **7029-962134**

Real property in the City of **Klamath Falls**, County of **Klamath**, State of **Oregon**, described as follows:

LOT 3 IN BLOCK 5 OF TRACT 1145, NOB HILL, A RESUBDIVISION OF NOB HILL, IRVINGTON HEIGHTS, MOUNTAIN VIEW ADDITION AND ELDORADO HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: **R170978**