

MTCT73300-LW

RECORDATION REQUESTED BY:

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

2008-003513

Klamath County, Oregon



00042066200800035130020021

03/19/2008 03:28:30 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Douglas R. Everett
Sheree W Everett
170 Via Del Viento
Sadona, AZ 86351

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 5, 2008, is made and executed between Douglas R Everett and Sheree W Everett, as tenants in common ("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 February 13, 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 \$127,300.00, recorded as Document No. ^{M06-}190-02988, on February 15, 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:

Lot 1134, RUNNING Y RESORT, TRACT 1429, PHASE 13 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 Murrelet Road, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-015CB-00200-000.

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

It is hereby agreed to extend the maturity date from February 13, 2008 to April 13, 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 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 MARCH 5, 2008.

GRANTOR:

X 
Douglas R. Everett

X 
Sheree W. Everett

LENDER:

PREMIERWEST BANK

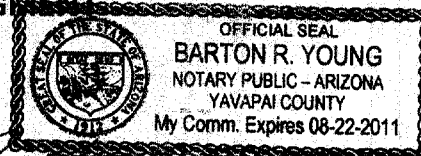
X 
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF YAVAPAI

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On this day before me, the undersigned Notary Public, personally appeared Douglas R. Everett, to me known to be the individual described in act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of MARCH, 20 08.

By DOUGLAS EVERETT

Residing at SEDONA, AZ

Notary Public in and for the State of ARIZ

My commission expires 8-22-2011

264NT

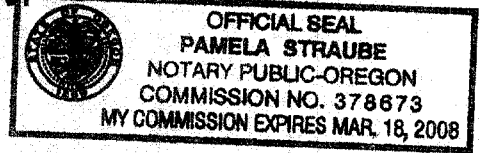
MODIFICATION OF DEED OF TRUST
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared Sheree W Everett, 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 13th day of March, 2008.

By Pamela Straube

Residing at 421 S. 76 St NE OR 97601

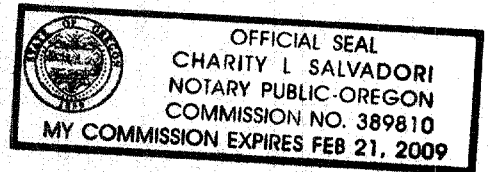
Notary Public in and for the State of Oregon

My commission expires 3-18-08

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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On this 19th day of March, 2008, before me, the undersigned Notary Public, personally appeared Gary Harker and known to me to be the VP - Branch Manager, 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