

MTCL4835-LW

RECORDATION REQUESTED BY:

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

2008-007716

Klamath County, Oregon



00046889200800077160020022

WHEN RECORDED MAIL TO:

PremierWest Bank  
Consumer Loan Department  
1463 E. McAndrews Road Ste 3  
Medford, OR 97504

05/28/2008 11:21:32 AM

Fee: \$26.00

SEND TAX NOTICES TO:

Brian J. Kopp  
Anne E. Kopp  
508 Lagos Court  
San Ramon, CA 94583

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 9, 2008, is made and executed between Brian J. Kopp and Anne E. Kopp, as tenants by the entirety ("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 April 27, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$77,400.00, recorded on May 18, 2004 as Document No. Vol M04, Page 31227-31232 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:

Lot 120, RUNNING Y RESORT, PHASE 2, 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 Lot 120, Running Y Resort, Phase 2, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-004C0-08200-000.

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

It is hereby agreed to extend the maturity date from May 13, 2008 to May 13, 2009.

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 MAY 9, 2008.

GRANTOR:

x Brian J. Kopp  
Brian J. Kopp

x Anne E. Kopp  
Anne E. Kopp

LENDER:

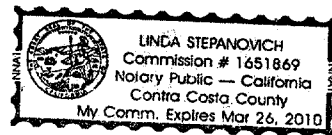
PREMIERWEST BANK

x Samantha Clarke  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Contra Costa

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Brian J. Kopp, 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 20 day of May, 2008.

By Linda Stepanovich  
Notary Public in and for the State of California

Residing at 2491 Van Ramon Vally Blvd, San Ramon  
My commission expires March 26, 2010

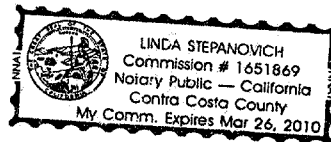
26 ANT

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF Contra Costa )



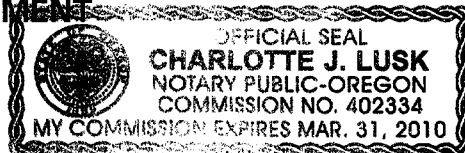
On this day before me, the undersigned Notary Public, personally appeared Anne E. Kopp, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that ~~he~~ she signed the Modification as ~~his~~ her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 20 day of May, 2008.

By Linda Stepanovich Residing at 2491 San Ramon Valley Blvd, San Ramon  
Notary Public in and for the State of California My commission expires March 26, 2010

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Jackson )



On this 21st day of May, 2008, before me, the undersigned Notary Public, personally appeared Jeannette Clarke and known to me to be the AVP, Senior Lender 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 Charlotte J. Lusk Residing at Medford  
Notary Public in and for the State of Oregon My commission expires 3/31/2010