WTC 13910-9758

#### **RECORDATION REQUESTED BY:**

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

#### WHEN RECORDED MAIL TO:

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

### SEND TAX NOTICES TO:

The Young Family Trust dated April 26, 2005 10225 Kingbird Court Klamath Falls, OR 97601

2008-011053 Klamath County, Oregon



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

08/04/2008 03:51:43 PM

Fee: \$26.00

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 29, 2008, is made and executed between J. Mark Young, Trustee of the Young Family Trust, dated April 26, 2005 ("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 May 15, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the original amount of \$752,500.00 recorded on May 23, 2007 as Document Number 2007-009360 in the Official Records of Klamath County, Oregon.

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

Lot 6, Tract 1430-TIMBERMILL SHORES, 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 6, Tract 1430-TIMBERMILL SHORES, Klamath Falls, OR 97601. The Real Property tax identification number is 3809-032DB-01300-000.

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

It is hereby agreed to extend the maturity date from July 1, 2008 to July 1, 2009. The correct address for the collateral is Lot 6, Tract 1430-TIMBERMILL SHORES, Klamath Falls, OR 97601.

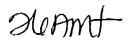
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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 JULY 29, 2008.

ODANTOD.

GRANTOR:	
By: John Mark Young, Trustee of The Young Family Trust dated April 26, 2005	
PREMIERWEST BANK  Authorized Officer	AMERITITLE, has recorded this instrument by request as an accomodation 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.
TRUST ACK	NOWLEDGMENT OFFICIAL SEAL

PAMELA STRAUBE NOTARY PUBLIC - OREGON Oregon ION NO. ) SS ON EXPIRES MAR 18, 2012 Klanaki COUNTY OF ) 5.4 20 *Q* B ale before me, the undersigned Notary Public, personally day of On this appeared John Mark Young, Trustee of The Young Family Trust dated April 26, 2005, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at 5408 Reasing y Rd Ko 01 87601 negon 3-18 My commission expires\_ Notary Public in and for the State of



# LENDER ACKNOWLEDGMENT

	ELIABEIT MORRICOTTUED GINERA	OFFICIAL SEAL
STATE OF Olegon COUNTY OF Blanch	) ) ss	PAMELA STRAUBE NOTARY PUBLIC - OREGON COMMISSION NO. 426626 MY COMMISSION EXPIRES MAR 18, 2012
COUNTY OF	)	
deed of PremierWest Bank, duly authorized by Fementioned, and on oath stated that he or she is PremierWest Bank.  By Durnels State of Oke	My commission expires	fact executed this said instrument on behalf of  Secretary GRA (ICO)  3 - 18 - 12
	Copr. Harland Financial Solutions, Inc. 1997, C:\HFS\CFI\LPL\G202.FC TR-91499 PR-COMMRE	