

UTZ 1396-9896

2008-013578

Klamath County, Oregon



00054091200800135780030033

10/01/2008 10:07:16 AM

Fee: \$31.00

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

PremierWest Bank
Attn: Loan Secretary
1455 E. McAndrews Road
Medford, OR 97504

SEND TAX NOTICES TO:

Eddy Living Trust
1663 Greensprings Drive #16
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 26, 2008, is made and executed between Daniel Lee Eddy, Trustee Eddy Living Trust ("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 February 16, 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 \$175,000.00 recorded as Document No. M06-05897 on March 29, 2006 in the Official Records of Klamath County, State of Oregon; followed by a Modification of Deed of Trust dated February 16, 2007 in the amount of \$175,000.00; followed by a Modification of Deed of Trust dated May 25, 2007 in the amount of \$175,000.00; followed by a Modification of Deed of Trust dated August 24, 2007 in the amount of \$175,000.00.

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

See Exhibit "A" Legal Description, 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 1757 Greensprings Drive, Klamath Falls, OR 97601. The Real Property tax identification number is 3909-005D0-01200-000, Key No. 579582; 3909-005D0-01200-000, Key No. 886337.

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

It is hereby agreed to extend the maturity date from August 23, 2008 to October 23, 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 SEPTEMBER 26, 2008.

GRANTOR:

EDDY LIVING TRUST

By: Daniel Lee Eddy
Daniel Eddy, Trustee of Eddy Living Trust

LENDER:

PREMIERWEST BANK

X [Signature]
Authorized Officer

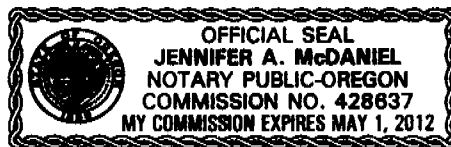
AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

TRUST ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF JACKSON

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On this 26TH day of SEPTEMBER, 20 08, before me, the undersigned Notary Public, personally appeared Daniel Eddy, Trustee of Eddy Living Trust, 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.

By [Signature]
Notary Public in and for the State of OREGON

Residing at MEDFORD, OR
My commission expires MAY 1, 2012

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MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF JACKSON

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On this 26TH day of SEPTEMBER, 20 08, before me, the undersigned Notary Public, personally appeared NOLAN DALSTON and known to me to be the 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 Jennifer A. McDaniel
Notary Public in and for the State of OREGON

Residing at MEDFORD, OR
My commission expires MAY 1, 2012

LOAN NO: 513076015

DANIEL LEE EDDY

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in the SE1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the South 1/4 corner of Section 5, thence North 01° 29' 10" East, along the North-South center section line of said Section 5, 550.00 feet; thence South 88° 46' 10" East 550.00 feet to a point marking the true point of beginning of this description, said point being the Southeast corner of that tract of land as described in Deed Volume M75 at page 15437, as recorded in the Klamath County Deed Records; thence continuing South 88° 46' 10" East 763.31 feet to the Westerly right of way line of Mallard Lane; thence along the said right of way line, North 01° 22' 20" East 782.90 feet and North 43° 37' 40" West 488.20 feet to the Southerly right of way line of Green Springs Drive; thence along the said Southerly right of way line, South 64° 40' 00" West 465.97 feet to the Northeast corner of that tract of land as described in said Deed Volume; thence South 01° 29' 10" West along the West line of that tract of land described in said Deed Volume, 920.59 feet to the true point of beginning.

EXCEPTING THEREFROM that portion thereof in the NW1/4 SE1/4 of said Section 5.

Tax Account No: 3909-005D0-01200-000
Tax Account No: 3909-005D0-01200-000

Key No: 579582
Key No: 886337

PREMIERWEST BANK
051/MCANDREWS
CLH

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