

NTC 13916-9897

2008-013579

Klamath County, Oregon

**RECORDATION REQUESTED BY:**

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



10/01/2008 10:08:16 AM

Fee: \$26.00

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

Cynthia Postlethwait  
6800 Crater Lake Highway  
White City, OR 97503

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 Cynthia J. Postlethwait ("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 March 27, 2007 (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 \$100,000.00 recorded as Document No. 2007-006393 on April 5, 2007 in the Official Records of Klamath County, State of Oregon; revised by a Modification of Deed of Trust dated May 23, 2007 in the amount of \$100,000.00; revised by a Modification of Deed of Trust dated August 29, 2007 in the amount of \$100,000.00.

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

Lot 5 except the East 25 feet thereof, and all of lot 6 in Block 3, of WEST HILLS HOMES, 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 2449 Redwood Drive, Klamath Falls, OR 97601. The Real Property tax identification number is 3909-005BC-01900-000, 3909-005BC-02000-000.

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

It is hereby agreed to extend the maturity date from August 25, 2008 to October 25, 2008; and to include the following in the terms of the Deed of Trust:

**Existing Indebtedness.** The following provisions concerning Existing Indebtedness are a part of the Deed of Trust:

**Existing Lien.** The lien of the Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over the Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

The following capitalized term is included as a Definition in the Deed of Trust.

**Existing indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of the Deed of Trust.

**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:  
X   
Cynthia Postlethwait

LENDER:

PREMIERWEST BANK  
X   
Authorized Officer

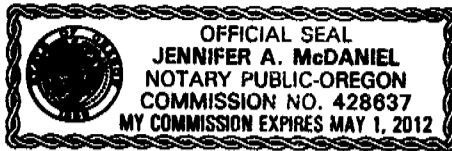
AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

26amt

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF JACKSON

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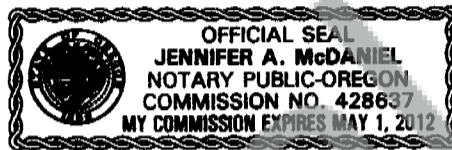
On this day before me, the undersigned Notary Public, personally appeared Cynthia Postlethwait, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for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

Given under my hand and official seal this 20TH day of SEPTEMBER, 20 08.  
By Jennifer A. McDaniel Residing at MEDFORD, OR  
Notary Public in and for the State of OREGON My commission expires MAY 1, 2012

LENDER ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF JACKSON

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On this 20TH day of SEPTEMBER, 20 08 before me, the undersigned Notary Public, personally appeared NOLAND ALSTON 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 Residing at MEDFORD, OR  
Notary Public in and for the State of OREGON My commission expires MAY 1, 2012

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