

2008-015739

Klamath County, Oregon

RECORDATION REQUESTED BY:

PremierWest Bank
Southern Oregon Loan Production Office
P O Box 40
503 Airport Road
Medford, OR 97501



00056656200800157390020024

11/24/2008 12:02:28 PM

Fee: \$26.00

ATE 7175

WHEN RECORDED MAIL TO:

PremierWest Bank
ATTN: Loan Assistant
P O Box 40
Medford, OR 97501

SEND TAX NOTICES TO:

DWH Development, L.L.C.
PO Box 2520
White City, OR 97503

This document is being filed as an accommodation only. No information contained herein has been verified.
Aspen Title Service, Inc.

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 DWH Development, L.L.C. ("Grantor") and PremierWest Bank, whose address is Southern Oregon Loan Production Office, P O Box 40, 503 Airport Road, Medford, OR 97501 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 22, 2005 (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 \$395,381.00 recorded as Document No. M05-71615 on December 22, 2005 in the Official Records of Klamath County, State of Oregon; modified by a Modification of Deed of Trust dated December 20, 2006 in the amount of \$395,381.00; modified by a Modification of Deed of Trust dated June 26, 2007 in the amount of \$395,381.00; and subsequently modified by a Modification of Deed of Trust dated August 28, 2007 in the amount of \$375,099.00.

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

Lot 38, Block 1, Tract No. 1077, LAKEWOODS UNIT NO. 3, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as 41506 Timber Circle, Klamath Falls, OR 97601. The Real Property tax identification number is R72067.

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

It is hereby agreed to extend the maturity date from August 28, 2008 to February 28, 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 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:

DWH DEVELOPMENT, L.L.C.
By:
David Hammonds, Member of DWH Development, L.L.C.

By:
Karen Hammonds, Member of DWH Development, L.L.C.

LENDER:

PREMIERWEST BANK
X
Authorized Officer

ATE 7175

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF JACKSON)



On this 18th day of NOVEMBER, 2008, before me, the undersigned Notary Public, personally appeared **David Hammonds, Member of DWH Development, L.L.C.**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Heather L. Hall Residing at WHITE CITY, OR
Notary Public in and for the State of OREGON My commission expires NOV. 27, 2009

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF JACKSON)

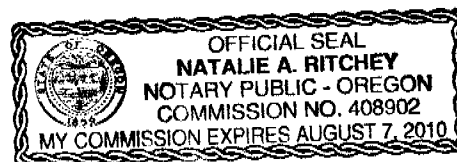


On this 18th day of NOVEMBER, 2008, before me, the undersigned Notary Public, personally appeared **Karen Hammonds, Member of DWH Development, L.L.C.**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Heather L. Hall Residing at WHITE CITY, OR
Notary Public in and for the State of OREGON My commission expires NOV. 27, 2009

LENDER ACKNOWLEDGMENT

STATE OF oregon)
) SS
COUNTY OF Jackson)



On this 19th day of November, 2008, before me, the undersigned Notary Public, personally appeared Gene A Taylor 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 Natalie A Ritchey Residing at Medford
Notary Public in and for the State of oregon My commission expires August 7, 2010