WTC 12910-9424

### RECORDATION REQUESTED BY:

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

2009-004604

04/01/2009 03:32:05 PM

Klamath County, Oregon

Fee: \$26.00

### WHEN RECORDED MAIL TO:

PremierWest Bank ATTN:Loan Assistant POBox 40 Medford, OR 97501

### SEND TAX NOTICES TO:

Steven D. Hanlin PO Box 1213 Medford, OR 97501

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 19, 2009, is made and executed between Steven D. Hanlin ("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 February 24, 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 \$400,000.00 recorded as Document No. Volume M05, Page 12523-29 on February 25, 2005 in the Official Records of Klamath County, State of Oregon; followed by a Modification of Deed of Trust dated February 22, 2006 in the principal amount of \$400,000.00; followed by a Modification of Deed of Trust dated December 21, 2006 in the principal amount of \$400,000.00; followed by a Modification of Deed of Trust dated March 12, 2007 in the principal amount of \$193,676.84; followed by a Modification of Deed of Trust dated March 6, 2008.

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

Lot 1 of GARDEN TRACTS, 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 4329 and 4333 Shasta Way, Klamath Falls, OR 97603. The Real Property tax identification number is 3809-035CC-05800-000.

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

It is hereby agreed to extend the maturity date from March 1, 2009 to June 1, 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 MARCH 19, 2009.

LENDER: PREMIERWEST BANK Authorized Office

AMERITATIVE thas recorded this

Instrument to request as an accomodation only, emined it for regularity and sufficiency and has or as to:

that may be described therein

# INDIVIDUAL ACKNOWLEDGMENT

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STATE OF COR	} .
1 , 0	) SS
COUNTY OF Jackson	)
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On this day before me, the undersigned Notary Public, personally appeared Steven D. Hanlin, 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 23 day of	i March , 20 09.
By S. Child	Residing at Med Serd
Notary Public in and for the State of () () () ()	My commission expires 1117.4111

DOAmt

## LENDER ACKNOWLEDGMENT OFFICIAL SEAL S. OAKLEY NOTARY PUBLIC-OREGON COMMISSION NO. 422273 MY COMMISSION EXPIRES NOV. 24, 2011 STATE OF OCCOO ) ) SS COUNTY OF ) On this day of day of and known to me to be the deed of PremierWest Bank, duly authorized by PremierWest Bank, duly authorized by 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. Βv Residing at\_ Notary Public in and for the State of Copr. Harland Financial Solutions, Inc. 1997, C:\HFS\CFI\LPL\G202.FC TR-92561 PR-COMMRE LASER PRO Lending, Ver. 5.43.00.003 2009. All Rights Reserved. OR