

2009-005416

Klamath County, Oregon

## RECORDATION REQUESTED BY:

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



00064502200900054160020020

04/20/2009 09:33:24 AM

Fee: \$26.00

## WHEN RECORDED MAIL TO:

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

## SEND TAX NOTICES TO:

John T. Norton  
Carol A. Norton  
31 Calle Del Norte  
Rancho Mirage, CA 92270

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 27, 2009, is made and executed between John T Norton and Carol A Norton, husband and wife ("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 September 30, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$71,920.00, recorded on October 13, 2004 as Vol M04 Page 69486-91 in the official records of the Klamath County Clerk, modified by a Modification of Deed of Trust dated October 10, 2007, modified by a Modification of Deed of Trust dated January 10, 2008, and subsequently modified by a Modification of Deed of Trust dated April 4, 2008.

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

Lot 15, Block 2, Tract No. 1034, LAKEWOODS SUBDIVISION UNIT #1, 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 Lot 15, Block 2 Lakewoods Subdivision, Klamath Falls, OR 97601. The Real Property tax identification number is R71460.

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

It is hereby agreed to extend the maturity date from March 30, 2009 to March 30, 2010.

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 27, 2009.

GRANTOR:

X John T. Norton

X Carol A. Norton

LENDER:

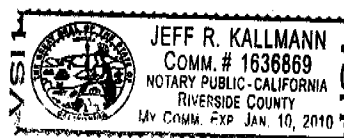
PREMIERWEST BANK

X Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF CaliforniaCOUNTY OF Riverside

) SS



On this day before me, the undersigned Notary Public, personally appeared John T. Norton, 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 15<sup>th</sup> day of April, 2009.

By Jeff R. KallmannResiding at Cathedral CityNotary Public in and for the State of CaliforniaMy commission expires 1/10/2010

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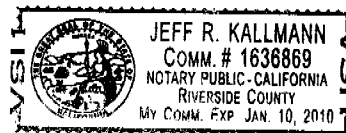
MODIFICATION OF DEED OF TRUST  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Riverside

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared Carol A. Norton, 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 15<sup>th</sup> day of April, 2009.

By [Signature] Residing at Cathedral City  
Notary Public in and for the State of California My commission expires 1/10/2010

LENDER ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson

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) SS  
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On this 17<sup>th</sup> day of April, 2009, before me, the undersigned Notary Public, personally appeared GENE A TAYLOR and known to me to be the VP, 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 [Signature] Residing at Medford  
Notary Public in and for the State of Oregon My commission expires Sept. 10, 2009