

RECORDATION REQUESTED BY:

PremierWest Bank
Elk Grove Branch
9340 E. Stockton Blvd
Elk Grove, CA 95624



00068653200900089560020020

06/30/2009 11:06:14 AM

Fee: \$26.00

WHEN RECORDED MAIL TO:

PremierWest Bank
Elk Grove Branch
9340 E. Stockton Blvd
Elk Grove, CA 95624

SEND TAX NOTICES TO:

The Don and Merrie L. Tompkins Family Revocable
Trust
PO Box 22
Guinda, CA 95637

FOR RECORDER'S USE ONLY

K58621

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 18, 2009, is made and executed between Edward D. Tompkins and Merrie L. Tompkins, as Trustees of The Don and Merrie L. Tompkins Family Revocable Trust, whose address is P.O. Box 22, Guinda, CA 95637 ("Trustor") and PremierWest Bank, whose address is Elk Grove Branch, 9340 E. Stockton Blvd, Elk Grove, CA 95624 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 5, 2002 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded June 10, 2002 in Vol M02 Page 33901-3391 in the Official Records of Klamath County, State of Oregon; revised by a Modification of Deed of Trust dated November 5, 2002.

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

See Exhibit "A", 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 1780 acre Lenz Ranch, Klamath Falls, OR 97601.

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

It is hereby agreed that the principal amount of the lien will be increased from \$70,000.00 to \$75,500.00.

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 endorser 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.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 18, 2009.

TRUSTOR:

THE DON AND MERRIE L. TOMPKINS FAMILY REVOCABLE TRUST

By: Edward D. Tompkins
Edward D. Tompkins, Trustee of The Don and Merrie L. Tompkins Family Revocable Trust

By: Merrie L. Tompkins
Merrie L. Tompkins, Trustee of The Don and Merrie L. Tompkins Family Revocable Trust

LENDER:

PREMIERWEST BANK

X
Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On June 24, 2009 before me, Kim E. Vinson - notary public
(here insert name and title of the officer)

personally appeared **Edward D. Tompkins**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kim E. Vinson



(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On June 24, 2009 before me, Kim E. Vinson - notary public
(here insert name and title of the officer)

personally appeared **Merrie L. Tompkins**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kim E. Vinson



(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF SACRAMENTO)

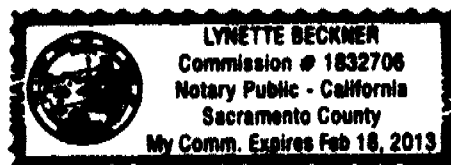
On 6-25-2009, 2009 before me, Lynette Beckner, notary public
(here insert name and title of the officer)

personally appeared CHRISTA Maderios, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lynette Beckner



(Seal)