

2009-009986

Klamath County, Oregon

## RECORDATION REQUESTED BY:

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



00069893200900099860020024

07/22/2009 03:18:15 PM

Fee: \$26.00

## WHEN RECORDED MAIL TO:

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

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

## SEND TAX NOTICES TO:

Marvin E. Heater  
Jeanne E. Heater  
665 Lower Ben Lomand SE  
Salem, OR 97302

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 16, 2009, is made and executed between Marvin E. Heater and Jeanne E. Heater, as tenants by the entirety ("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 November 18, 2004 (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 \$79,920.00 recorded as Document No. 81116 on November 24, 2004 in the Official Records of Klamath County, State of Oregon; modified by a Modification of Deed of Trust dated November 21, 2007 in the principal amount of \$79,369.97; modified by a Modification of Deed of Trust dated February 19, 2008 in the amount of \$79,369.97; modified by a Modification of Deed of Trust dated May 22, 2008; modified by a Modification of Deed of Trust dated May 13, 2009.

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

Lot 13, Block 3, Tract No. 1051, Lakewoods Unit #2, 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 13, Block 3 of the Lakewoods Subdivision, Klamath Falls, OR 97601.

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

It is hereby agreed to extend the maturity date from July 18, 2009 to July 18, 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 JULY 16, 2009.

GRANTOR:

X Marvin E. Heater  
Marvin E. Heater

X Jeanne E. Heater  
Jeanne E. Heater

LENDER:

PREMIERWEST BANK

X [Signature]  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

)

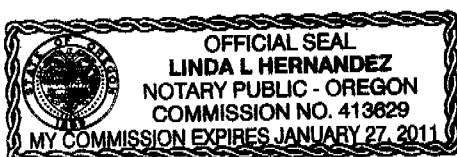
) SS

COUNTY OF Marion

)

On this day before me, the undersigned Notary Public, personally appeared **Marvin E. Heater**, 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 July, 2009.

By Linda L. HernandezResiding at Marion County / St of OregonNotary Public in and for the State of OregonMy commission expires 01/27/2011

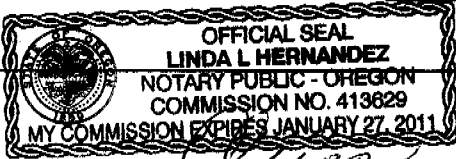
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INDIVIDUAL ACKNOWLEDGMENT

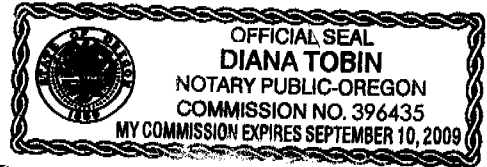
STATE OF Oregon )  
 ) SS  
COUNTY OF Marion )

On this day before me, the undersigned Notary Public, personally appeared **Jeanne E. Heater**, 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 July, 20 09.  
By Linda L. Hernandez Residing at Marion County /st of Oregon  
Notary Public in and for the State of Oregon My commission expires 01/27/2011



LENDER ACKNOWLEDGMENT



STATE OF Oregon )  
 ) SS  
COUNTY OF Jackson )

On this 21st day of July, 20 09, before me, the undersigned Notary Public, personally appeared GENE 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 Diana Tobin Residing at Medford  
Notary Public in and for the State of Oregon My commission expires Sept 10, 2009