

2009-010599

Klamath County, Oregon

RECORDATION REQUESTED BY:

PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
P. O. Box 5016  
Klamath Falls, OR 97601



00070638200900105990030037

08/06/2009 02:46:54 PM

Fee: \$31.00

WHEN RECORDED MAIL TO:

PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Richard F. Bogatay  
Robert J. Bogatay  
621 Loma Linda  
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 23, 2009, is made and executed between Richard F. Bogatay and Robert J. Bogatay, each as to an undivided one-half interest as tenants in common ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 16, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust recorded on June 18, 2008 as Document Number 2008-008849 in the official records of Klamath County, Oregon in the amount of \$239,000.00.

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 121 S. 6th Street, Klamath Falls, OR 97601. The Real Property tax identification number is R413975.

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

It is hereby agreed to extend the maturity date from June 16, 2009 to July 23, 2019.

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 endorers 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 23, 2009.

GRANTOR:

X Richard F. Bogatay  
Richard F. Bogatay

X Robert J. Bogatay  
Robert J. Bogatay

LENDER:

PREMIERWEST BANK

X [Signature]  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Richard F. Bogatay, 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 4th day of August, 2009.

By Mary K. Balakas  
Notary Public in and for the State of Oregon

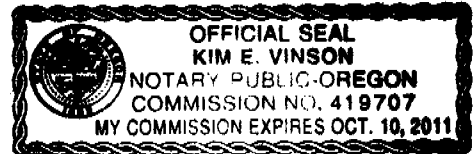
Residing at 701 Plum Ave Klamath Falls OR 97601  
My commission expires 6-27-13

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregea )  
 ) SS  
COUNTY OF Klamath )

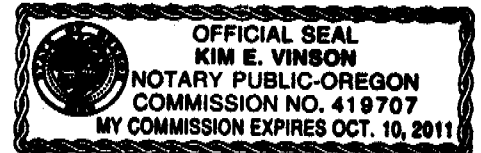


On this day before me, the undersigned Notary Public, personally appeared **Robert J. Bogatay**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of August, 2009.  
By Kim E. Vinson Residing at Klamath Falls  
Notary Public in and for the State of Oregea My commission expires Oct. 10, 2011

LENDER ACKNOWLEDGMENT

STATE OF Oregea )  
 ) SS  
COUNTY OF Klamath )



On this 6<sup>th</sup> day of Aug, 2009, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 Kim E. Vinson Residing at Klamath Falls  
Notary Public in and for the State of Oregea My commission expires Oct. 10, 2011

**Exhibit "A"**

Real property in the County of Klamath, State of Oregon, described as follows:

A tract of land situated in Lots 3 and 4, Block 38 Linkville, now City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the most Westerly corner of said Lot 4, said point being marked with a one-half inch iron pin; thence North 39°05' East along the Northwestern line of Lot 4 and Lot 3 of said Block 38 a distance of 90.50 feet to a one-half inch iron pin; thence South 50°55' East a distance of 39.00 feet to the Northwestern face of a party wall; thence South 39°12'36" West along the Northwestern face of said party wall a distance of 90.50 feet to the Southwesterly line of said Lot 4; thence North 50° 55' West a distance of 38.80 feet to the point of beginning.

TOGETHER WITH a perpetual and irrevocable easement over and across the following described real property, to-wit: Beginning at a one-half inch iron pin on the Northwestern line of Lot 3, Block 38, Linkville, said point being North 39°05' East a distance of 90.50 feet from the one-half inch iron pin marking the most Westerly corner of Lot 4, Block 38, Linkville; thence North 39°05' East along the Northwestern line of said Lot 3 a distance of 10.00 feet; thence South 50°55' East a distance of 39.00 feet; thence South 39°05' West a distance of 10.00 feet; thence North 50°55' West a distance of 39 feet to the point of beginning. Said easement to run with the real property herein described for the purpose of ingress and egress to said property.

NOTE: This legal description was created prior to January 1, 2008.

Tax Parcel Number: R413975