

RECORDATION REQUESTED BY:

PremierWest Bank
East McAndrews Branch
1455 E. McAndrews Road
Medford, OR 97504

2009-010768

Klamath County, Oregon



00070846200900107680020029

WHEN RECORDED MAIL TO:

PremierWest Bank
Attn: Loan Secretary
1455 E. McAndrews Road
Medford, OR 97504

08/11/2009 11:25:10 AM

Fee: \$31.00

SEND TAX NOTICES TO:

Ambrose W. McAuliffe
Susan J. McAuliffe
PO Box 456
Fort Klamath, OR 97626

#513080264

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 20, 2009, is made and executed between Ambrose W. McAuliffe and Susan J. McAuliffe, husband and wife, not as tenants by the entirety, but as tenants in common. ("Grantor") and PremierWest Bank, whose address is East McAndrews Branch, 1455 E. McAndrews Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 21, 2006 (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 \$500,000.00 recorded as Document No. M06-13382 on June 30, 2006, re-recorded as Document No. 2006-017914 on September 6, 2006, in the Official Records of Klamath County, State of Oregon; followed by a Modification of Deed of Trust dated July 18, 2007 in the principal amount of \$500,000.00; followed by a Modification of Deed of Trust dated June 27, 2008.

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

Township 33 South, Range 7 1/2 East of the Willamette Meridian:
Section 26: E1/2 SW1/4, W1/2 W1/2 SE1/4, S1/2 N1/2 SE1/4 NW1/4, SW1/4 SW1/4 NE1/4, S1/2 SE1/4 NW14
(Assessor's #3307-V2600-00800)

The Real Property or its address is commonly known as 50309 Highway 62, Chiloquin, OR 97624. The Real Property tax identification number is R74699.

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

It is hereby agreed to extend the maturity date from July 5, 2009 to July 5, 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 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 20, 2009.

GRANTOR:

x Ambrose W. McAuliffe
Ambrose W. McAuliffe

x Susan J. McAuliffe
Susan J. McAuliffe

LENDER:

PREMIERWEST BANK

x [Signature]
Authorized Officer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

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) SS
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On this day before me, the undersigned Notary Public, personally appeared Ambrose W. McAuliffe, 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 28 day of July, 2009.

By Kim E. Vinson
Notary Public in and for the State of Oregon

Residing at Klamath Falls
My commission expires Oct. 10, 2011

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MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this day before me, the undersigned Notary Public, personally appeared **Susan J. McAuliffe**, 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 28 day of JULY, 2009.

By Kim E. Vinson Residing at Klamath Falls

Notary Public in and for the State of Oregon My commission expires Oct. 10, 2011

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)



On this 28 day of JULY, 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 Oregon My commission expires Oct. 10, 2011

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.