

UTC 1396-9710

2009-011846

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00072136200900118460030034

09/03/2009 03:12:42 PM

Fee: \$31.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Daniel Lee Eddy
6800 Crater Lake Highway
White City, OR 97503

5300

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 28, 2009, is made and executed between Daniel Lee Eddy ("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 December 8, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Original Deed of Trust in the amount of \$73,958.49 recorded on January 16, 2009 in the Official Records of Klamath County, State of Oregon as Document Number 2009-000542; and followed by a Modification of Deed of Trust dated May 14, 2009.

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

See Exhibit "A" Legal Description, 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 3526 Hilyard Avenue, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-010AB-03300-000 Key No. 540837.

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

It is hereby agreed to extend the maturity date from June 23, 2009 to July 28, 2011.

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 28, 2009.

GRANTOR:

x Daniel Lee Eddy
Daniel Lee Eddy

LENDER:

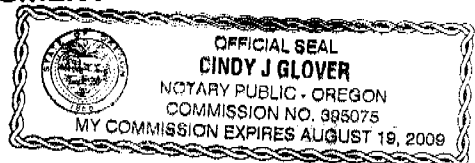
PREMIERWEST BANK

x V. Sanger
Authorized Officer

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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Jackson



On this day before me, the undersigned Notary Public, personally appeared Daniel Lee Eddy, 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 31 day of Aug, 20 09.

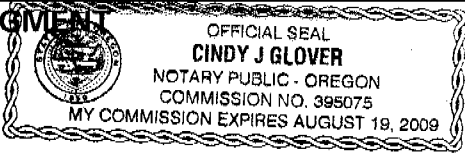
By Cindy J. Glover
Notary Public in and for the State of Oregon

Residing at 1455 E. McAndrews
Med OR
My commission expires 8-19-09

264mt

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT



STATE OF Oregon)
) SS
COUNTY OF Jackson)

On this 31 day of Aug, 20 09, before me, the undersigned Notary Public, personally appeared Vickie Sanger and known to me to be the Loan Officer, 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 8-19-09

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of Lots 19 and 20 in Block 5 of ALTAMONT ACRES, Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows;

Beginning at a point on the Northerly line in said Lot 20, 81.9 feet West from the Northeast corner of said Lot 20; thence Southerly parallel with Bisbee Street (formerly Third Street) 214.7 feet to the Southerly line of Lot 19 in said Block 5; thence Westerly along the Southerly line of said Lot 19, 75 feet; thence Northerly parallel with Bisbee Street, 214.7 feet to the Northerly line of said Lot 20; thence Easterly along the Northerly line of said Lot 20, 75 feet to the place of beginning.

EXCEPTING THEREFROM the Northerly 5 feet thereof conveyed to Klamath County for road purposes.

Also EXCEPTING THEREFROM, that portion conveyed to Klamath County by Warranty Deed recorded August 2, 2001 in Volume M01, page 38886, Microfilm Records of Klamath County, Oregon.

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.