

2010-006270

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00084687201000062700050052

05/24/2010 03:13:45 PM

Fee: \$57.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Owen N. Matthews
Debra G. Matthews
29595 DeMerritt Road
Malin, OR 97632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATE 7428

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 4, 2010, is made and executed between Owen N. Matthews and Debra G. Matthews, husband and wife ("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 March 13, 2009 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$1,324,436.00 recorded on March 25, 2009 as Document No. 2009-004239 in the official records of the Klamath County Clerk.

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 29595 DeMerritt Road, Malin, OR 97632. The Real Property tax identification number is R-4112-00800-01800-000, Key No. R109091.

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

It is hereby agreed to extend the maturity date from December 31, 2009 to September 30, 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.

EXPRESS ACKNOWLEDGEMENT OF CROSS-COLLATERALIZATION. The Agreement Parties expressly and irrevocably, and jointly and severally, acknowledge, affirm, and agree that all of the Real Property and Personal Property Collateral, and any other additional Collateral taken by Lender pursuant to or in connection with the transactions contemplated by this Agreement and/or this Exhibit A (collectively, Lender's "Collateral") secures all obligations, debts and liabilities of every kind and nature, including, by way of illustration and not limitation, all overdraft indebtedness, plus interest thereon, that any one or more of the Agreement Parties may owe to Lender, including, but not limited to, each of the Loans the Agreement Parties owe to Lender. This Section represents an unequivocal and irrevocable joint and several acknowledgement and agreement by the Agreement Parties that all of the Collateral secures payment and performance of all of the payment and performance obligations each of the Agreement Parties owes to Lender whether under this Agreement, the Related Documents, or otherwise, and that the Provisions of this Section are supplemental to and are expressly intended to reaffirm any "cross-collateralization" provisions contained in the Agreement, this Exhibit A, and the Related Documents.

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 MAY 4, 2010.

GRANTOR:

X 
Owen N. Matthews

X 
Debra G. Matthews

LENDER:

PREMIERWEST BANK

X 
Authorized Officer

this document is being recorded as a
accommodation only. No informati
ontained herein has been verified
Aspen Title & Escrow, Inc.

ATE 57

MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Owen N. Matthews**, 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 _____ day of _____, 20_____.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Debra G. Matthews**, 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 _____ day of _____, 20_____.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

See Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

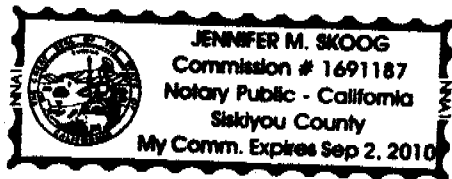
County of Siskiyou

On 05-07-10 before me, Jennifer M Skoog, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Owen N. Matthews
Name(s) of Signer(s)

Debra G. Matthews

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.



Place Notary Seal Above

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 Jennifer M Skoog
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: modification of Deed of Trust

Document Date: 05-07-2010 Number of Pages: Two

Signer(s) Other Than Named Above: opma Mario A Callegari

Capacity(ies) Claimed by Signer(s)

Signer's Name: Owen N Matthews

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: Debra G. Matthews

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Siskiyou

On 05-07-10
Date

before me,

Jennifer M Skoog, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Mario A. Callegari
Name of Signer

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.

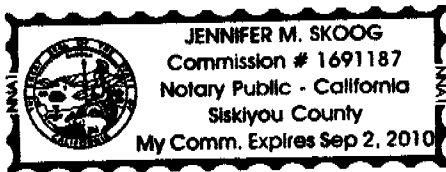
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jennifer M Skoog
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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Document Date: 05-07-2010

Number of Pages: Two

Signer(s) Other Than Named Above: Owen N Matthews & Debra G Matthews

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: _____

Signer Is Representing: _____

Premier West Bank

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit A

A tract of land situated in the SE 1/4 of the SE 1/4 of Section 8, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point marked by a P.K. Nail on the South line of said Section 8, said point being South 89° 50' 00" West 640.52 feet from the Southeast corner of said Section 8; thence continuing South 89° 50' 00" West along said Section line, 186.00 feet to a P.K. Nail; thence North 00° 34' 40" East 30.00 feet to a 5/8 inch iron pin on the Northerly right of way line of DeMerritt Road; thence continuing North 00° 34' 40" East 377.08 feet to a 5/8 inch iron pin; thence North 89° 50' 00" East 186.00 feet to a 5/8 inch iron pin; thence South 00° 34' 40" West 377.08 feet to a 5/8 inch iron pin on the Northerly right of way line of said DeMerritt Road; thence continuing South 00° 34' 40" West 30.00 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM any portion in DeMerritt Road.

CODE 016 MAP 4112-00800 TL 01800 KEY #109091