

RECORDATION REQUESTED BY:

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

2011-004506

Klamath County, Oregon



00100065201100045060020026

04/07/2011 03:23:12 PM

Fee: \$47.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 24, 2011, 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; revised by a Modification of Deed of Trust dated July 18, 2007; revised by a Modification of Deed of Trust dated June 27, 2008; revised by a Modification of Deed of Trust dated July 20, 2009; and revised by a Modification of Deed of Trust dated August 20, 2010.

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 February 5, 2011 to June 5, 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 MARCH 24, 2011.

GRANTOR:

x Ambrose W. McAuliffe  
Ambrose W. McAuliffe

x Susan J. McAuliffe  
Susan J. McAuliffe

LENDER:

PREMIERWEST BANK

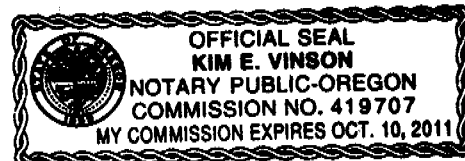
x Charity K. Salomon  
Authorized Officer

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 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<sup>th</sup> day of March, 2011.

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<sup>th</sup> day of March, 20 11.

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<sup>th</sup> day of March, 20 11 before me, the undersigned Notary Public, personally appeared Charity Salvador and known to me to be the Branch Manager, 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