

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

PremierWest Bank
Consumer Loan Department
1463 E. McAndrews Road Ste 3
Medford, OR 97504

SEND TAX NOTICES TO:

Brian J. Kopp
Anne E. Kopp
2721 Fountainhead Dr.
San Ramon, CA 94583

2011-006127

Klamath County, Oregon



05/13/2011 03:39:08 PM

Fee: \$42.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 11, 2011, is made and executed between Brian J. Kopp and Anne E. Kopp, as tenants by the entirety ("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 April 27, 2004 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$77,400.00, recorded on May 18, 2004 as Document No. Vol M04, Page 31227-31232 in the official records of the Klamath County Clerk, subsequently revised with a Modification of Deed of Trust dated May 9, 2008; subsequently revised with a Modification of Deed of Trust dated May 21, 2009; subsequently revised with a Modification of Deed of Trust dated July 17, 2010.

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

Lot 120, RUNNING Y RESORT, PHASE 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The Real Property or its address is commonly known as Lot 120, Running Y Resort, Phase 2, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-004CO-08200-000.

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

It is hereby agreed to extend the maturity date from May 13, 2011, to May 13, 2013.

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 MAY 11, 2011.

GRANTOR:

x Brian J. Kopp
Brian J. Kopp

x Anne E. Kopp
Anne E. Kopp

LENDER:

PREMIERWEST BANK

x [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

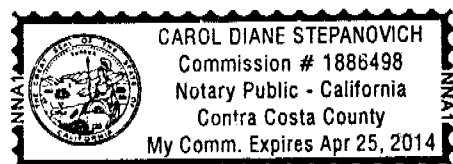
STATE OF California
COUNTY OF Contra Costa

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On this day before me, the undersigned Notary Public, personally appeared Brian J. Kopp, 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 11th day of May, 2011.

By [Signature] Residing at Pleasanton, California
Notary Public in and for the State of California My commission expires April 25, 2014



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MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF California

COUNTY OF Contra Costa

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On this day before me, the undersigned Notary Public, personally appeared Anne E. Kopp, 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 1st day of May, 20 11.

By [Signature]

Residing at Hayward, California

Notary Public in and for the State of California

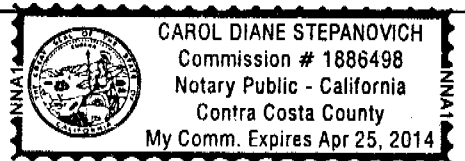
My commission expires April 25, 2014

LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

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On this 12th day of May, 20 11, before me, the undersigned Notary Public, personally appeared L.J. Armstrong and known to me to be the Consumer 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 Charlotte J. Lusk

Residing at Medford

Notary Public in and for the State of Oregon

My commission expires 03/31/2014

