

MTC90884

2011-009292

Klamath County, Oregon

RECORDATION REQUESTED BY:

PremierWest Bank
Running Y Branch
5408 Running Y Road
Klamath Falls, OR 97601



00105960201100092920020023

08/12/2011 11:19:58 AM

Fee: \$42.00

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

James S. Whitmore
Patricia A. Wallace
11427 Kestrel Road
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 2, 2011, is made and executed between James S. Whitmore and Patricia A. Wallace, as Tenants by the Entirety ("Grantor") and PremierWest Bank, whose address is Running Y Branch, 5408 Running Y Road, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 20, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the amount of \$100,000.00, recorded October 21, 2008 as Document No. 2008-014367 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:

Lot 170, 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 11427 Kestrel Road, Klamath Falls, OR 97601. The Real Property tax identification number is 3808-004C0-03100-000.

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

It is hereby agreed to extend the maturity date from November 1, 2013 to August 1, 2016.

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 endorser 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 AUGUST 2, 2011.

NOTICE TO THE GRANTOR: Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

GRANTOR:

X James S. Whitmore
James S. Whitmore

X Patricia A. Wallace
Patricia A. Wallace

LENDER:

PREMIERWEST BANK

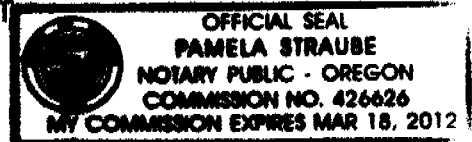
Charity Salomon
Authorized Officer

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 James S. Whitmore, 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 2nd day of Aug, 2011.

By Pamela Straube

Residing at 4212 7th St NE OR 97601

Notary Public in and for the State of Oregon

My commission expires 3-18-2012

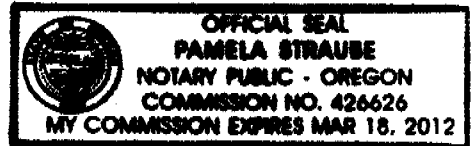
4212

MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Clatsop)



On this day before me, the undersigned Notary Public, personally appeared **Patricia A. Wallace**, 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 2nd day of Aug, 2011.

By Pamela Straube Residing at 5408 Raining Rd SE OR 97161

Notary Public in and for the State of Oregon My commission expires 3-18-2012

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Clatsop)



On this 2nd day of Aug, 2011, before me, the undersigned Notary Public, personally appeared Cherity Salomon 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 Pamela Straube Residing at 5408 Raining Rd SE OR 97161

Notary Public in and for the State of Oregon My commission expires 3-18-2012