

HTC 1396-10667  
1101223

2011-011159  
Klamath County, Oregon

RECORDATION REQUESTED BY:

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



10/06/2011 03:20:47 PM

Fee: \$42.00

WHEN RECORDED MAIL TO:

PremierWest Bank  
Special Assets  
503 Airport Road  
Medford, OR 97504

SEND TAX NOTICES TO:

Eddy Living Trust  
1515 Mallard Lane  
Klamath Falls, OR 97601

**AmeriTitle** WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
OR ITS EFFECT UPON THE TITLE.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 27, 2011, is made and executed between Daniel Eddy as Trustee of the Eddy Living Trust ("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 2009-000541; followed by a Modification of Deed of Trust dated May 14, 2009; and followed by a Modification of Deed of Trust dated July 28, 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 1757 Greensprings Drive, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-005D0-01200-000 Key No. 579582, 3909-005D0-1200-000 Key No. 886337.

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

It is hereby agreed to extend the maturity date from July 28, 2011 to October 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 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 SEPTEMBER 27, 2011.

GRANTOR:

EDDY LIVING TRUST

By: Daniel Eddy  
Daniel Eddy, Trustee of Eddy Living Trust

LENDER:

PREMIERWEST BANK

X [Signature]  
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Jackson

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On this 27<sup>th</sup> day of September, 20 11, before me, the undersigned Notary Public, personally appeared Daniel Eddy, Trustee of Eddy Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Greg Newton  
Notary Public in and for the State of Or

Residing at Ashland, Or  
My commission expires 11/21/2013

42AMT

MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

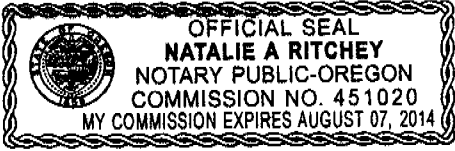
STATE OF Oregon

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COUNTY OF Jackson

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On this 27<sup>th</sup> day of September, 20 11, before me, the undersigned Notary Public, personally appeared Greg Newton 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 Natalie A Ritchey  
Notary Public in and for the State of Oregon

Residing at Medford  
My commission expires August 7, 2014