

WTC 139U-10736

2011-014001  
Klamath County, Oregon

RECORDATION REQUESTED BY:

PremierWest Bank  
Special Assets  
503 Airport Road  
Medford, OR 97504



00111613201100140010020020

12/20/2011 11:20:08 AM

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 5, 2011, is made and executed between Daniel Eddy as Trustee of the Eddy Living Trust ("Grantor") and PremierWest Bank, whose address is Special Assets, 503 Airport Road, Medford, OR 97504 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 16, 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 \$175,000.00 recorded as Document No. M06-05897 on March 29, 2006 in the Official Records of Klamath County, State of Oregon; followed by a Modification of Deed of Trust dated February 16, 2007 in the amount of \$175,000.00; followed by a Modification of Deed of Trust dated May 25, 2007 in the amount of \$175,000.00; followed by a Modification of Deed of Trust dated August 24, 2007 in the amount of \$175,000.00; followed by a Modification of Deed of Trust dated September 26, 2008 in the amount of \$132,500.00; and followed by a Modification of Deed of Trust dated December 8, 2008.

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 1757 Greensprings Drive, Klamath Falls, OR 97601. The Real Property tax identification number is 3909-005D0-01200-000, Key No. 579582; 3909-005D0-01200-000, 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 December 25, 2013 to December 15, 2016, increase the current principal balance from \$118,330.50 to \$188,415.36 and remove the line of credit feature.

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 DECEMBER 5, 2011.

GRANTOR:

EDDY LIVING TRUST

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

LENDER:

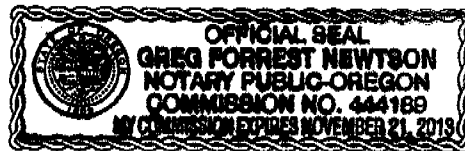
PREMIERWEST BANK

X [Signature]  
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.

TRUST ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Jackson )



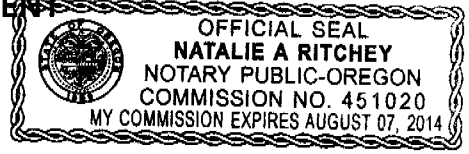
On this 5<sup>th</sup> day of October, 2011, before me, the undersigned Notary Public, personally appeared Daniel Eddy, Trustee of Eddy Living Trust, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to 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 Residing at 2173 Burnham, Ashland, OR  
Notary Public in and for the State of Oregon My commission expires 11/21/13

42pm

MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT



STATE OF Oregon )  
 ) SS  
COUNTY OF Jackson )

On this 16<sup>th</sup> day of December, 20 11, before me, the undersigned Notary Public, personally appeared Greg Newtson 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 Residing at Medford  
Notary Public in and for the State of Oregon My commission expires August 7, 2014