

RECORDATION REQUESTED BY:

PremierWest Bank
Special Assets
503 Airport Road
Medford, OR 97504

WHEN RECORDED MAIL TO:

PremierWest Bank
Special Assets
503 Airport Road
Medford, OR 97504

SEND TAX NOTICES TO:

Daniel Lee Eddy
1515 Mallard Lane
Klamath Falls, OR 97601

2011-014022

Klamath County, Oregon



00111636201100140220020029

12/20/2011 03:18:28 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 December 5, 2011, is made and executed between Daniel Lee Eddy ("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 December 8, 2008 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust in the original amount of \$132,279.17 recorded in the Official Records of Klamath County, State of Oregon as Recording Number 2009-000648 on January 20, 2009.

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 3526 Hilyard Avenue, Klamath Falls, OR 97603. The Real Property tax identification number is 3909-010AB-03300-000 Key No. 540837.

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 and increase the current principal balance from \$118,330.50 to \$188,415.36.

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:

x Daniel Lee Eddy
Daniel Lee Eddy

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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson

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On this day before me, the undersigned Notary Public, personally appeared Daniel Lee Eddy, 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 5th day of December, 2011.

By Gary Watson

Residing at 2473 Birchwood, Ashland, OR

Notary Public in and for the State of Oregon

My commission expires 11/21/13

4/2/2012

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

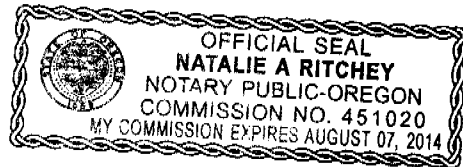
STATE OF Oregon

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COUNTY OF Tackson

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On this 16th day of December, 20 12, 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