

96965

#1500275

BOOK 59 PAGE 953

SK-13317

## LOAN MODIFICATION AGREEMENT

01-05-10-0-0-0900-00

This agreement made and entered into this 22nd day of December, 1983  
by and between RIVERVIEW SAVINGS ASSOCIATION (hereinafter called "Lender"), and  
JERRY E. OSBORNE, a single man (hereinafter called "Owner").

## WITNESSETH:

WHEREAS, Lender loaned Jerry E. Osborne, a single man

Name of Original Borrower

the sum of FORTY FOUR THOUSAND AND NO/100- - - - Dollars (\$44,000.00- - -), as  
evidenced by a note and mortgage (the term "mortgage" includes a Deed of Trust)  
executed and delivered on December 22, 1983 which mortgage is duly recorded  
under Auditor's File No. 96935, Vol 59, Pg. 936 in the public records in the jurisdiction  
where the mortgaged property is located which note and mortgage are hereby incorpor-  
ated herein as part of this instrument: and

WHEREAS, the undersigned owner of said premises has found it necessary and does  
hereby request a modification of the terms of said loan for the following reasons:

Lender has agreed to reduce the interest rate to 11.625% per annum with the principal  
and interest payment of \$451.28 effective for the first loan period. The first loan  
period will expire March 1, 1985, at which time the interest rate will be adjusted,  
to the then current market rate, using the Index as explained in paragraph four (4)  
"Interest Rate Change" on the Adjustable Rate Note.

and

WHEREAS, the parties desire to restate the modified terms of said loan so that  
there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that, in consideration of the reasons stated  
above, as of the date of this agreement the unpaid balance of said indebtedness is  
FORTY FOUR THOUSAND AND NO/100- - - - Dollars (\$44,000.00- - -), all of which the  
undersigned promises to pay with interest at 11.625% per annum until paid, and that  
the same shall be payable FOUR HUNDRED FIFTY ONE AND 28/100- - - - Dollars,  
(\$451.28) per month beginning on the 1st day of February, 1984,  
to be applied first to interest, and balance to principal, plus a sum estimated to  
be sufficient to discharge taxes and insurance obligations, if applicable, (which  
estimated sum may be adjusted as necessary) and that in all other respects said  
mortgage contract shall remain in full force and effect.

Dated

December 22, 1983

Jerry E. Osborne Individual

Individual

RECEIVED  
JAN 1984  
RIVERVIEW SAVINGS ASSOCIATION  
(Corporate Mortgagee)  
By Michael Yount, Vice President/Secretary  
By Debra Connery, Ass't Secretary

STATE OF WASHINGTON }  
COUNTY OF Clark }

On this day personally appeared before me

Jerry E. Osborne, a single man  
to me known to be the individual described in and  
who executed the within and foregoing instrument,  
and acknowledged that he signed the same  
as his free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

22nd day of December, 1983

Angela D. Hopkins  
Notary Public in and for the State of Wash-  
ington, residing at Washougal

STATE OF WASHINGTON }  
COUNTY OF Clark }

On this 22nd day of December, 1983  
before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared

Michael Yount

and

Debra Connery

to me known to be the Vice President and Ass't Secretary,  
respectively, of RIVERVIEW SAVINGS ASSOCIATION

the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corpor-  
ation, for the uses and purposes therein mentioned, and on oath stated that  
they are authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first  
above written.

Angela D. Hopkins  
Notary Public in and for the State of Washington,  
residing at Washougal

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