

WI-925

104039

LOAN MODIFICATION AGREEMENT

This agreement made and entered into this 6th day of October, 19 87 by and between RIVERVIEW SAVINGS BANK (hereinafter called "Lender"), and GREGORY E. SUNDBY and PATSY M. TIMMONS (hereinafter called "Owner").

WITNESSETH:

WHEREAS, Lender loaned JOHN C DILTS & IEVA DILTS, h & w, assumed by GREGORY E. SUNDBY & PATSY M. TIMMONS the sum of TWENTY THOUSAND FOUR HUNDRED AND NO/100 - - - - Dollars (\$20,400.00 - -), as evidenced by a note and mortgage (the term "mortgage" includes a Deed of Trust) executed and delivered on August 26, 1977 which mortgage is duly recorded under Auditor's File No. 84755 in the public records in the jurisdiction where the mortgaged property is located which note and mortgage are hereby incorporated 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:

To avoid the Lender's acceleration of the Note on the default of the Owner and in consideration of the Lender advancing the Owner funds.

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Indirect ☒
Filmed ☒
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AUDITOR
CARY M. OLSON

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 NINETEEN THOUSAND EIGHT HUNDRED THIRTY EIGHT & 39/100 Dollars (\$19,838.39 - - -), all of which the undersigned promises to pay with interest at 11.25% per annum until paid, and that the same shall be payable TWO HUNDRED TWENTY EIGHT AND 61/100 - - - - Dollars, (\$228.61 - - - -) per month beginning on the 10th day of October, 19 87, 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. Escrow is \$15.73 per month for a total payment of \$244.34 per month.

Dated October 6, 19 87.

Gregory E. Sundby Individual
Patsy M. Timmons Individual
Patsy M. Timmons-Sundby

Michael Yount President
Shirley A. DuPaul Assistant Secretary

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STATE OF WASHINGTON
COUNTY OF Clark

On this day personally appeared before me Gregory E. Sundby & Patsy M. Timmons-Sundby to me known to be the individual described in and who appeared within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of October, 1987.

Shirley A. DuPaul
Notary Public in and for the State of Washington, residing at Washington

STATE OF WASHINGTON
COUNTY OF Clark

On this 7th day of October, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Yount and Shirley A. DuPaul to me known to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, 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.
Shirley A. DuPaul
Notary Public in and for the State of Washington, residing at Washington