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FICORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

NAME:

STREET;

CITY:

ZIP CODE

SKAMLIA CO WASH.

BY Frank Ferrissian Carp.

BOOK 110 PAGE 622

Aug 26 9 14 AH '88

AUDITOR GARY M. OLSON

Loan No. 1560326

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT NOTE SECURED BY DEED OF TRUST

TO: Evans Financial Corp. 2450 Hollywood Blvd. Hollywood, Florida 33020

The undersigned ("Trustors or Borrowers") have an interest in the real property in the County of Skamania, State of Washington, described as:

PARCEL A:

Lot 21 of Block Three of Woodard Marina Estates, according to the official plat thereof on file and of record at pages 114 and 115 of Book "A" of plats, records of Skamania County, Washington;

PARCEL B:

Lot 22 of Block Three of Woodard Marina Estates, according to the official plat thereof on file and of record at pages 114 and 115 of Book "A" of plats, records of Skamania County, Washington.

This property is encumbered by a Deed of Trust dated January 14, 1982, and recorded on January 28, 1982 under Auditor's File No. XX 93639 in Book 58 of Mortgages, at Pages 473-476, records of Skamania County, Washington covering the above described real property. This Deed of Trust is incorporated by reference into this Agreement.

This Deed of Trust secures a promissory note which is incorporated by reference into this Agreement in the principal sum of \$53,500.00 dated January 14, 1982 providing for monthly installments of principal and interest with balance of the indebtedness, if not sooner paid, due and payable on February 1, 2012.

Trustors request that the terms of the Deed of Trust and /or promissory note be changed as set forth herein.

Trustors promise to pay to the order of the holder of the Note Fifty Thousand Dollars (\$50,000.00) with interest thereon on the unpaid balance from December 1, 1986 until in fact paid at the rate of 10% per year. Principal and interest shall be in consecutive monthly installments of \$454.35 on the first day of each month commencing January 1, 1986, 7

Such monthly installments shall continue until the entire indebtedness is paid in full, except that the remaining indebtedness, if not sooner paid, shall be due and payable on <u>December 1</u> 1, 20 12.

The provision for funds provided for in the taxes and insurance paragraph in the January 14, 1982 Deed of Trust continue in effect. This language including the principal and interest provision is as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

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2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Propety, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof,

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall mot be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficient within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall payment promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof (the Deed of Trust) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Euture Advances,

In consideration of your accepting the above-requested changes, Trustors and those consenting thereto agree that this Agreement shall not affect or impair any other provision contained in the Note and Deed of Trust or any other security document, and Trustors hereby expressly agrees that the Note, as changed, shall in all respects be secured by the Deed of Trust and any other security given for the Note.

Trustors jointly and severally agree to pay the indebtednes evidenced by the promissory note in accordance with its terms as modified and changed by this and/or any previous modification agreement.

This agreement shall not be effective until accepted in writing hereon by you, but shall thereupon be effective without notice to Trustors.

Vrustor, Borrower: Joseph L. Gamble

Trustor, Borrower: Sandra J. Gamble

Signed, sealed, and delivered in By: the presence of: Title: By: State of Washington, Skamania County. On this day of the State of Washington, duly commissioned and sworn, personally appeared Joseph L. Gamble and Sandra T. Gamble to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that the signed and sealed the said instrument as there free and voluntary act and deed, for the uses and purposes therein mentioned. Witness my hand and official seal affixed the day and year in this certificate above written. My Commission expires: 5-20-88 Notary Public in and for the State of Washington residing at: State of Florida County of Dade I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared + " ROBERT MURRAY Evans Financial Corp., a corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. WITNESS my hand and official seal in the County and State last aforesaid this - 14 day of JANUARY

My Commission Expires: Actory Public, State of Florida at

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