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BOOK 162 PAGE 460

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GARY H. OLSON

## LOAN MODIFICATION AGREEMENT

LOAN NUMBER Old #08-01400430 & New #14-800430-1

This agreement made and entered into this 31 day of January, 1997, by and between RIVERVIEW SAVINGS BANK FSB, (hereinafter called "Lender"), and Collin Leaf Surbert a single person and Ella Brooke Semro, a single person, (Hereinafter called "Owner(s)")

### WITNESSETH:

WHEREAS, Lender loaned Collin Leaf Surbert a single person and Ella Brooke Semro, a single person (Name of Original Borrower(s))

the sum of one hundred twenty eight thousand and no/100 dollars (128,000.00) as evidenced by a note and mortgage (the term "mortgage" includes a Deed of Trust) executed and delivered on December 13, 1995, which mortgage is duly recorded under Auditor's File No. #124028 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 alleviate the necessity of refinancing this loan on the part of the owner and to extend the maturity date on the Loan Modification Agreement dated October 07, 1995, from January 01, 1997 to April 01, 1997.

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 one hundred twenty eight thousand and no/100 dollars (128,000.00), all of which the undersigned promises to pay with interest at 7.250% per annum until paid, and that the same shall be payable interest only, (Interest only) per month beginning on the 1st of February, 1997. 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.

\* Subject to Terms of Note

Dated Jan 31 1997

RIVERVIEW SAVINGS BANK, FSB  
(Corporate Mortgagee)

Collin Leaf Surbert (Individual)

Ella Brooke Semro (Individual)

Karen M. Nelson, Vice President

Shirley A. DuPaul, Assistant Vice President

STATE OF WASHINGTON  
COUNTY OF CLARK

On this day personally appeared before me Collin Leaf Surbert a single person and Ella Brooke Semro, a single person to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they have signed the same as of their free and voluntary act and deed, for the uses and purposes therein mentioned.

DEANNA TYLER

GIVEN under my hand and official seal of the State of Washington this 31st day of January, 1997.  
Notary Public in and for the State of Washington, residing at Camas  
My Commission Expires: 5/31/99

STATE OF WASHINGTON  
COUNTY OF CLARK

On this 31st day of January, 1997, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karen M. Nelson and Shirley A. DuPaul to me known to be the Vice President and Assistant Vice President respectively, of Riverview Savings Bank, FSB 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 the seal affixed is the corporate seal of said corporation. Witness my hand and official seal hereunto affixed the day and date first above written.

NOTARY - - - PUBLIC

Notary Public in and for the State of Washington, residing at Camas  
My Commission Expires: 5/31/99

By Xerox ✓  
Indexed, Dir ✓  
Advised ✓  
Filed ✓  
Date