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BOOK 224 PAGE 808

FILED FOR RECORD
SKAMMIS WASH
BY KAMANA CO, DILL

MAY 31 1 04 PM '02

J. Samsel
AUCTION

J. MICHAEL GARVISON

RETURN ADDRESS:
HOMESTREET BANK A
WASHINGTON STATE
CHARTERED SAVINGS
BANK
CONSUMER LENDING
PO BOX 2345
SEATTLE, WA 98111-2345

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 850001446 / 24844 S.C.C.

Additional on page ____

Grantor(s):

1. Samsel, Kenneth G
2. Samsel, Bonita B

Grantee(s)

1. HOMESTREET BANK A WASHINGTON STATE CHARTERED SAVINGS BANK

Legal Description: NE 1/4 Sec 20 T2N R7E

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Assessor's Tax Parcel ID#: 02-07-20-0-0-0203-00

THIS MODIFICATION OF DEED OF TRUST dated May 29, 2002, is made and executed between Kenneth G Samsel and Bonita B Samsel; Husband and Wife ("Grantor") and HOMESTREET BANK A WASHINGTON STATE CHARTERED SAVINGS BANK, VANCOUVER, 2100 SE 164TH AVE. #F104, Vancouver, WA 98683-8934 ("Lender").

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 850001446

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 12, 2002 (the "Deed of Trust") which has been recorded in Skamania County, State of Washington, as follows:

Recorded on February 14, 2002, in book 220, page 576, Auditor's File No. 143759, page 001 of 008 in Skamania County, Washington.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skamania County, State of Washington:

A parcel of land located in the Johnson D.L.C. in the Northwest Quarter of Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as: Lot 1 of the Vern Tol Short Plat as recorded in Book 1, Page 7, Skamania County Short Plat Records.

The Real Property or its address is commonly known as 2020 Greenleaf Road, North Bonneville, WA 98648. The Real Property tax identification number is 02-07-20-0-0203-00.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Principal increase to 40,000.00. Maturity date and interest rate to remain the same.

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 endorser 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.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

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 MAY 29, 2002.

GRANTOR:

x *Kenneth G Samsel*
Kenneth G Samsel, Individually

x *Bonita B Samsel*
Bonita B Samsel, Individually

Loan No: 850001446

**MODIFICATION OF DEED OF TRUST
(Continued)**

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LENDER:

X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF CLARK

On this day before me, the undersigned Notary Public, personally appeared Kenneth G Samsel and Bonita B Samsel, Husband and Wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of May, 2002

By [Signature]
Notary Public in and for the State of WA

Residing at Vancouver
My commission expires 3-27-04

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
_____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and personally known to me or proved to me on the basis of satisfactory evidence to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____