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KeyBank
Dec 30 2 44 PM '02
Stroser
J. HIGGINS

When Recorded Return to:
KeyBank National Association
P.O. Box 16430
Boise, ID 83715
(541) 386-6252

**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/DEED OF TRUST**

GRANTOR(S): GABE SPENCER
MARIA SPENCER

HUSBAND
WIFE

GRANTEE ("Lender"): KeyBank National Association
P.O. Box 16430
Boise, ID 83715

TRUSTEE: KEYBANK USA NATIONAL ASSOCIATION
431 E PARKCENTER BLVD BOISE, ID 83706

ABBREVIATED LEGAL DESCRIPTION:
SEC 35 TWP 3 N RANGE 7 E NE QTR

(Additional legal description on page 2.)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 03 07 35 0 0 0501 00
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED:

BORROWER	
GABE P. SPENCER MARIA P. SPENCER	
ADDRESS	
602 LOOP RD STEVENSON, WA 98648	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 20th day of December 2002, is executed by and between the parties identified above and KeyBank National Association, 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144.

A. On July 26, 2002, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of thirty five thousand and 00/100 Dollars (\$35,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on August 01, 2002 in Book 227 at Page 327 in the Auditor's Office of SKAMANIA County, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

☐ The maturity date of the Note is extended to _____, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of _____, the unpaid principal balance due under the Note was \$ _____, and the accrued and unpaid interest on that date was \$ _____. The new repayment terms are as follows:

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2. ADDITIONAL MODIFICATIONS.

☒ The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of thirty five thousand and 00/100 dollars (\$35,000.00) is hereby increased to fifty thousand and 00/100 dollars (\$50,000.00), an increase of fifteen thousand and 00/100 dollars (\$15,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of SKAMANIA State of Washington

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE AMENDMENT TO THE AMENDED LINDSAY HAZARD SHORT PLAT, RECORDED IN BOOK 3 PAGE 348, SKAMANIA COUNTY RECORDS. SITUATE IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. ABBRV LEGAL SEC 35 TWP 3 N RANGE 7 E NE QTR FIRST AMERICAN TITLE ORDER NO:3913167

SCHEDULE B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

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GRANTOR GABE SPENCER

GABE SPENCER

GRANTOR MARIA SPENCER

MARIA SPENCER

GRANTOR

GRANTOR

GRANTOR

GRANTOR

GRANTOR

GRANTOR

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BORROWER GARE P. SPENCER


GARE P. SPENCER

BORROWER MARIA P. SPENCER


MARIA P. SPENCER

BORROWER

BORROWER

BORROWER

BORROWER

BORROWER

BORROWER

LENDER

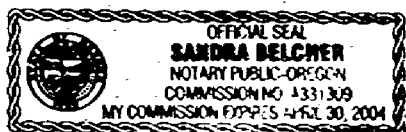
KeyBank National Association

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Oregon
State of Washington
County of Clatsop

I certify that I know or have satisfactory evidence that Gabe P Spencer and
Maria P Spencer
is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it
to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12-20-02



Sandra R Belcher
Notary Public (Print Name)
Sandra R Belcher Notary
Title
My appointment expires: 04/30/04

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it
to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public (Print Name) _____

Title _____

My appointment expires: _____

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that
he/she was authorized to execute this instrument and acknowledged it as the _____
of _____ to be the free and voluntary
act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public (Print Name) _____

Title _____

My appointment expires: _____

(Seal or Stamp)

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that
he/she was authorized to execute this instrument and acknowledged it as the _____
of _____ to be the free and voluntary
act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public (Print Name) _____

Title _____

My appointment expires: _____

(Seal or Stamp)

ACAPS # 023501719520C; ALS # 372001724333