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BOOK 238 PAGE 817

Hammond Securities

Mar 16 9 14 AM '03

O'Leary

J. M. O'Leary

WHEN RECORDED MAIL TO:

Hammond Securities Company, LLC  
Construction Lending  
23807 Aliso Creek Road #200  
P.O. Box 30121  
Laguna Niguel, CA 92607-0121

Date: 12-20-02

Loan Number: 200281

Mortgagor(or Trustor) Thomas Daniel Schafer

Property Address: 732 Cedar Falls Road, Washougal, WA 98671

**Agreement For Modification or Extension of Mortgage**

The Trustor or Mortgagor identified above (hereinafter referred to as the "Mortgagor") does hereby apply for a modification of the payment provisions of the above-numbered account covering an indebtedness owing from the Mortgagor to Hammond Securities Company, LLC (hereinafter referred to as the "Mortgagee"), evidenced by a note (or bond) and secured by a real property mortgage (or deed of trust) (said note or bond and real property mortgage or trust deed are hereinafter referred to as the "Mortgage") and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said Mortgage, recorded in the public records in the County of Skamania, State of Washington, in book N/A, page N/A, document or file number 144398.

(2) Under the terms of said Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of \$ 165,700.00, for principal, \$ 0.00 for interest thereon, \$ 0.00 for advances made by the Mortgagee thereunder, and \$ 0.00 for interest on such advances, aggregating a total sum of \$165,700.00, for which amount the Mortgagor is indebted to the Mortgagee under said Mortgage, which is a valid lien, to which Mortgagor has no defenses, off-sets or counterclaims.

(3) Mortgagor hereby deposits with the Mortgagee the sum of \$ 0.00, which is to be applied upon the present balance due on the principal of said Mortgage, (including advances, if any); application of said deposited amounts is to be made as of the effective date of this modification or extension, which if not executed by Mortgagee, shall be returned to Mortgagor.



(4) Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon, (after the deposits aforementioned have been applied thereto), as follows: Said total balance of \$ 165,700.00 was reduced to \$147,300.00 and is to be paid, with interest at 7.375 % per annum, on the unpaid balance, in equal monthly installments of \$ 1,017.37 (exclusive of sums required to be deposited for the payment of taxes, insurance, etc.), the first of said installments shall become due and payable on the day of January 01, 2003 , and the remaining installments, successively, on the first day of each month and every month thereafter, until said mortgage indebtedness is fully paid, except that if not sooner paid, the final payment of principal and interest shall be due and payable on the day of December 1, 2032 which is the present or extended maturity date.

(5) Mortgagor agrees to make the payments as specified in paragraph (4) hereof and understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modification payments hereunder.

(b) All covenants, agreements, stipulations and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for or liable on the Mortgage are expressly reserved by the Mortgagee.

(c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Mortgagor and shall be secured by said Mortgage.

(d) Mortgagor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

(6) For the purpose of inducing and influencing the Mortgagee to execute this Agreement, the undersign represents of his or her own knowledge that the names of all owners or other persons having an interest in the mortgaged property are as follows:

Name

Thomas Daniel Schafer

All such persons are of legal age, and none is under any legal disability, except as follows.

None

\* Witnessed by:

Thomas Daniel Schafer (SEAL)  
THOMAS DANIEL SCHAFER

(SEAL)



\* Acknowledgment

Agreed to by:

Hammond Securities Company, LLC

By Anita Curtis

See attached Acknowledgment.

Date Dec 20, 2002

The undersigned, being obligated for the payment of the above-described Mortgage indebtedness, hereby consents to the execution of this Agreement between the Mortgagor therein described and the Mortgagee, and further consents to any modification or extension of the Mortgage by the Mortgagee under said Agreement.

\* Witnessed By:

\_\_\_\_\_

Co-Makers or Endorsers

\* The execution of this Agreement should be witnessed and the appropriate acknowledgment clause should be added, if these are requirements under local law; also, this Agreement should be filed for record, if required under local law or practice.

STATE OF Oregon

County of Multnomah

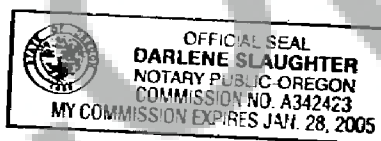
On 12/2/02, before me Darlene Slaughter Notary Public in and for said County and State, personally appeared Thomas David Schulte

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Darlene Slaughter

{seal}



My commission expires: 1/28/2005



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

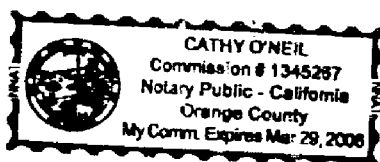
County of Orange

} ss.

On December 20, 2002, before me, Cathy O'Neil, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anita Curtiss  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Cathy O'Neil  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

