Doc # 2004154846
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Date: 10/19/2004 11:35A
Filed by: FIRST AMERICAN TITLE COMPANY
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$21.00

When Recorded Return To: PMPG

First American Title Company
P.O. Box 27670
Santa Ana, CA 92799

Attn: Special Default Services Division

INV#4800036832 Loan#4800036832

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the day of 2004, between Kermit C. Forshage and Brenda K. Forshage (Borrowers), and US Bank, N.A. (Lender) amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 6, 1999, securing the original principal sum of U.S. \$50,350,00 recorded on 8 110 11999 in Instrument # 135977 Book No. # 12 Page # 214 of the Chark County Records in the State of Washington. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument as the "Property", located at: 882 Wildlife Drive, Washougal WA 98671 the real property described being set forth as follows:

See Attached Legal Description Abbr. Legal: Lot 7, Maple View Acres
April 01050610150600 XSX many Country

To evidence the election by the Borrower of the Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner and occupant of the Property:
- 2. As of September 1, 2004 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$39,315.93.
- 3. The Borrower promised to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 6.375%, beginning September 1, 2004. The Borrower promises to make monthly payments of principal and interest of U. S. \$262.41, beginning on the 1st day of October 1, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2029 (the "Modified Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42302 or at such other place as the Lender may require.

- 4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, nuil and void, as of the maturity date of the Note.
- 5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

SEAL

ate and County aforesaid, do hereby certify that the and in said State and County by the above named and acknowledged and delivered to be the act and

July 2004.

Karen LoMonte
Name (typed or printed)

day of

Brenda K. Forshage

Kermit C. Forskage
State of: Vivo

County of: Destar

I hereby certify, that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared, Kermit C. Forshage & Brenda K. Forshage, to be known to be the person (s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state aforesaid this

July , 20<u>04</u>.

My Commission expires: //-/2-2006

Strature Notary Public BRANDON Toweher

940-383-5232

Notary Phone Number

Lender: US BANK, N.A

Gordana Tomasevic, Vice President

State of Wisconsin County of Milwaukee

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named *Gordana Tomasevic*, Vice President and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this 2/5+ day of July

My Commission Expires: August 19, 2007



KAREN LOMONTE
Notary Public - State of Wisconsin
My Commission Expires Aug. 19, 2007

LEGAL DESCRIPTION

Lot 7, MAPLE VIEW ACRES, according to the plat thereof, recorded in Book "B" of plats, page 66, records of Skamania County, State of, Washington.

EXCEPT that portion of the South half of the Northeast quarter of Section 6, Township 1 North, Range 5 East of the Willamettte Meridian, Skamania County, State of Washington described as follows:

BEGINNING at a ½ inch iron rod at the Southwest corner of Lot 8 of MAPLE VIEW ACRES as recorded in Book B of Plats at page 66, Skamania County Auditor's Records, said point being North 01°25′ 05" East, 270.00 feet from the center of Section 6, Township 1 North, Range 5 East of the Willamette Meridian; thence South 88°41′ 81" East, 200.00 feet to a ½ inch iron rod at the Westerly Northeast corner of Lot 9 and the True Point of Beginning; thence South 01°25′ 05" West 80.00 feet to an inner corner of Lot 9, said point also being the Southwest corner of Lot 7; thence South 88°41′ 18" East, along the South line of Lot 7, for a distance of 80.00 feet; thence North 03 57′ 13" East, 1,130.19 feet to the Northeast corner of Lot 8; thence South 08°28′ 51" West, 1,057.26 feet to the Southeast corner of Lot 8 and the True Point of Beginning.