Doc # 2004155131
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Date: 11/9/2004 09:43A
Filed by: GENERAL PUBLIC
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of SKANANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

When Recorded Return to:

HomeStreet Bank Attn: Linda Simmons 601 Union Street, Suite 2000 Seattle, WA 98101-2326

LOAN MODIFICATION AGREEMENT

Grantor(s): (1) Newman, Michael B. (2) Newman, Colleen M.			
Additional on page			
Beneficiary: HomeStreet Bank f/k/a Continental Savings Bank			
Additional on page			
Legal Description			
(abbreviated) LOT 3, BL 8, PLAT OF RELOCATED NORTH BONNEVILLE,			
COUNTY OF SKAMANIA, WASHINGTON			
Assessor's Tax Parcel Identification No(s): 02072034030000			
Reference Nos. of Related Documents: 132378, Book 179 Page 943			

LOT 3, BLOCK 8, PLAT OF RELOCATED NORTH BONNEVILLE, RECORDED IN BOOK B OF PLATS, PAGE 16, AUDITORS FILE NO. 83466. ALSO RECORDED IN BOOK B OF PLATS, PAGE 32, AUDITORS FILE NO. 84429, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

Loan Modification Agreement

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- 1. As of November 1, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$93,431.31, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.375%, from October 1, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 692.87 beginning on the 1st day of November, 2004 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2028 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at HomeStreet Bank at 601 Union Street, Suite 2000, Seattle, Washington, 98101-2326 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, 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, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and the Unit of the Note and Security Instrument will remain unchanged, and the Borrower and the Unit of the Note and Security Instrument will remain unchanged.

Agreement.	and provisions mereor, as	s amended by this	
RNA	24 1 10	11	
O ()	Michael B.	Neuman -	
B.A. Jorgensen, Vice President Homestreet Bank, formerly	Michael B. Newman	(Borrower)	
Continental Savings Bank (Lender)	(Alpan M	1 louman	
Continental Savings Bank (Lender)	Colleen M. Newman	(Borrower)	
	Concentivi, recommen	(Dollowel)	
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State of Washington		~ ~	
State of Washington County of Skaman's SS.			
and called	- + (A 7	
On this 20 + h day of Septem, 2004, before me the undersigned, a Notary Public in			
and for the State of Washington, duly commissioned and sworn, personally appeared Michael B. and			
Colleen M. Newman to me known to be the individual(s) described in and who executed the			
foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.			
nee and voluntary act and deed, for the uses and pur	poses increm mentioned.	P	
WITNESS my hand and official seal affixed the day and year first above written.			
J. Michael Garvisan			
Printed Name			
Notary Public in and for the State of Washington			
residing in <u>Stevenson</u> My commission expires: <u>March 17,2006</u>			
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State of Washington		, -	
County of King SS.	\sim	•	
On this 7 th day of Carobic , 2004, the undersigned, a Notary Public in			
On this day of, 2004, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared <u>B.A.</u>			
Jorgensen, to me known to be the Vice President of HomeStreet Bank, formerly Continental Savings			
Bank 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 that he is authorized to execute the said instrument.			
WITNESS my hand and official seal hereto affixed the day and year first above written.			
*************	Sindi M	In march	
LINDA M. SIMMONS	Printed Name: Linda	AUDONOS M. Simmons	
NOTARY PUBLIC	Notary Public in and for		
STATE OF WASHINGTON	Washington, residing in		
COMMISSION EXPIRES	My commission expires:		
JANUAR (19, 2007	-		

ADDENDUM

This Addendum is made a part of that Loan Modification Agreement entered into between HomeStreet Bank (the "Lender) and Michael B. and Colleen M. Newman (the "Borrower") dated 10-7-, 2004 (the "Loan Modification Agreement").

Notwithstanding any provision to the contrary contained in the Loan Modification Agreement, the Borrower and Lender acknowledge that the Borrower obtained a discharge in a Chapter 7 bankruptcy prior to execution of the Loan Modification Agreement and this Addendum. Lender warrants that it will not pursue the Borrower for any personal liability on Borrower's loan obligations to Lender. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose the lien of its priority security interest against the Borrower's real property under the appropriate circumstances. The parties agree that the consideration for this agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under its security interest as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personally liability. Similarly, nothing herein shall be construed to be an attempt to circumvent either the discharge or reaffirmation provisions of the United States Bankruptcy Code.