

When recorded mail to:
FIRST AMERICAN ELS, INC.
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FACT DEPARTMENT

Doc # 2005156663
Page 1 of 6
Date: 03/21/2005 04:54P
Filed by: FIRST AMERICAN EQUITY LOAN SVC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$24.00

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): EVAN GIDLEY

UNMARRIED

First American Equity Loan Services, Inc.
66682845

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

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
2101 FOURTH AVENUE, SUITE 800 SEATTLE, WA 98121

ABBREVIATED LEGAL DESCRIPTION: N 1/2 of Lot 1, BLK 15, Mangonola Orchard
and Land Company Tracts, Pg. 37, BL. "A", described as: N 1/2 of
(Additional legal description on page 2.) 3-9-15-100 NE 1/4 of NW 1/4 of DE 1/4, S15, T31D
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER:
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 2004153919 R9E, W.M

BORROWER	
EVAN J. GIDLEY	
ADDRESS	
171 BUSH RD COOK, WA 98605	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 31st day of December 2004, is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender").

A. On July 15, 2004, 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 five thousand and 00/100 Dollars (\$ 5,000.00), 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 02, 2004 in Book NA at Page NA 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:

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 five thousand and 00/100 dollars (\$5,000.00) is hereby increased to fifty thousand and 00/100 dollars (\$50,000.00), an increase of forty five thousand and 00/100 dollars (\$45,000.00).

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:

See Addendum A

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.

DOC # 2005156663
Page 2 of 6

GRANTOR: EVAN GIDLEY

EVAN GIDLEY

GRANTOR:

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GRANTOR:

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GRANTOR:

BORROWER: EVAN J. GIDLEY

EVAN J. GIDLEY

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BORROWER:

BORROWER:

LENDER:

KeyBank National Association

Oregon
State of Washington
County of Clatsop River
I certify that I know or have satisfactory evidence that Evan Gidley

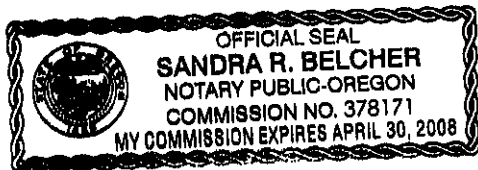
is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12-31-07

Sandra R Belcher
Notary Public (Print Name)

Notary
Title

My appointment expires: 04/30/08



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 _____ 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 _____ 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 # 043620941380C; ALS # 372002063501

EXHIBIT A

THE NORTH HALF OF LOT 1 OF BLOCK 15 OF THE MANZANOLA ORCHARD AND LAND COMPANY TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD AT PAGE 37 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON, SAID REAL PROPERTY DESCRIBED AS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN.

SITUATED IN THE COUNTY OF SKAMANIA AND THE STATE OF WASHINGTON:

ABBREV. LEGAL:

N1/2 OF LT. 1, BLK. 15, MANZANOLA ORCHARD AND LAND COMPANY TRACTS, PG. 37, BK. "A", DESCRIBED AS:

N1/2 OF NE1/4 OF NW1/4 OF NE1/4, S15, T3N, R9E, WM.

Permanent Parcel Number: 03-09-15-0-0-0100-00
EVAN GIDLEY,
A SINGLE MAN

171 BUSH ROAD, BINGEN WA 98605
Loan Reference Number : 043620941380C/372002063501
First American Order No: 6682845
Identifier: L/ELS