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
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of SKAMANIA COUNTY
J. MICHAEL GARVISON Fee: \$24.00

# MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): EVAN GIDLEY

UNMARRIED

New York					-
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 b. Lead 5 5. N any and Ouchard Actual Company Trusts, b. 2 1, 5 1, 3 1, 5 1, 4 declared as: N 1/2 b. Additional legal description on page 2) 3.9.15.100 pc 1/4 to No.11 pc 1/4, 5.15, 73th ASSESSOR'S TAY PARCEL OR ACCOUNT NUMBERS  BOAROWER  EVAN J. GIDLEY  BOAROWER  EVAN J. GIDLEY  BOAROWER  EVAN J. GIDLEY  BOAROWER  EVAN J. GIDLEY  ADDRESS:  17 BUSH RD COOK, WA 98605 TELEPHONENO.  DESCRIPTION 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, Ohic 44144  A On July 15. 2004 Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of five thousand and 00/100.  (\$ 5,000.00  ), which Note is secured by a deed of trust ("Deed of Trust") executed 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".	First American Fquity Lo	oan Services, Inc.			
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 h Lol 1/5, navgarda Ouchard and N 1/2 h Lol 1/2	# 10108284S				
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 h Lol 1/5, navgarda Ouchard and N 1/2 h Lol 1/2					
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ABBREVIATED LEGAL DESCRIPTION: N 12 h bbl, Bbl, 15, many rea Onchard and hand Company Tracts, h 3.7, bbl, "A" described as: N 12 h bold assessors Tax PARCEL OR ACCOUNT NUMBER: ASSESSORS TAX PARCEL OR ACCOUNT NUMBER: REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 2004153919 12 9 E, 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, Ohic 44144  A. On July 15, 2004 Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of Tive thousand and 00/100  (\$ 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".	TRUSTEE: FIRST	AMERICAN TITLE IN	SURANCE CO	MPANY	
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NeyBank National Association  4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144  ————————————————————————————————		TELEPHONE NO.	IDENTIFICA	TION NO.	
NeyBank National Association  4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144  ————————————————————————————————	4 7				
NeyBank National Association  4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144  ————————————————————————————————	*	TENDION OF PROMISSOF	NA NOTE (DEED	OF TRUST dated the	31st. day of
KeyBank National Association  4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144  ————————————————————————————————	THIS MODIFICATION AND E	XIENSION OF PHOMISSON	e portice identifie	ad above and	<u> </u>
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cumulatively referred to as the "Loan Documents".	ON AUGUST VALLEVOT	ounty, Washington, The Note	and Deed of Tr	rust and any other relat	ed documents are hereafter
B. The Note and Deed of Trust are hereby modified as follows:	oursulatively referred to as the "I	oan Documents".			
	U The Note and Deed of Trust a	re hereby modified as follows	3:		

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

 $_{-}$  , at which time all

\_\_\_\_, and the accrued and unpaid interest on that date was

The maturity date of the Note is extended to \_\_\_\_

\$ \_\_\_\_\_ . The new repayment terms are as follows:

1. TERMS OF REPAYMENT.

### 2. ADDITIONAL MODIFICATIONS.

X 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 <u>SKAMANIA</u> of Washington ::

, State

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 5 \_

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EVAN GIDLE		
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BORROWER: EVAN J. GIDLEY	
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KeyBank National Associat	ion

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State of Washington County of	that Even Gidley
to be his/her free and voluntary act for the uses and purpo Dated: 12-31-09	Sandra Klbelcher Notary Public (Print Name) Notary
OFFICIAL SEAL SANDRA R. BELCHER NOTARY PUBLIC-OREGON COMMISSION NO. 378171 MY COMMISSION EXPIRES APRIL 30, 2008	My appointment expires: 04/20/08
State of Washington	
County of   certify that I know or have satisfactory evidence	that
to be his/her free and voluntary act for the uses and purpo	acknowledged that he/she signed this instrument and acknowledged it oses mentioned in the instrument.
Dated:	Notary Public (Print Name)
	Title My appointment expires:
	туу аррогиттеги ехригез.
State of Washington	
County of   certify that I know or have satisfactory evidence	that
is that person who appeared before me, and said person he/she was authorized to execute this instrument and ack	acknowledged that he/she signed this instrument, on oath stated that nowledged it as the
ofact of such party for the uses and purposes mentioned in t	the instrument.
Dated:	Notary Public (Print Name)
(Seal or Stamp)	Title
	My appointment expires:
State of Washington County of	
- I certify that I know or have satisfactory evidence	
he/she was authorized to execute this instrument and ack	acknowledged that he/she signed this instrument, on oath stated that nowledged it as the to be the free and voluntary
of act of such party for the uses and purposes mentioned in t	the instrument.
Dated:	Notary Public (Print Name)
(Seal or Stamp)	Title My appointment expires:

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