

When Recorded, Return to:

SunTrust Mortgage, Inc.
901 Semmes Avenue, MTG 1572
Richmond, VA 23224

SR 28271

MODIFICATION AGREEMENT
(Washington Construction Permanent Loan Terms)

WAMA/0143087278

THIS AGREEMENT, made as of JUNE 03, 2005, by and between
GREGORY A SMITH

(collectively, if more than one, "Borrower") and SUNTRUST MORTGAGE, INC., a Virginia Corporation ("Lender"), recites and provides:

WHEREAS, Lender holds a Note (the "Note") made by Borrower dated FEBRUARY 01, 2005, payable to Lender in the original principal amount of NINETY FIVE THOUSAND ONE HUNDRED AND 00/100 (\$ 95,100.00), secured by Deed of Trust (the "Deed of Trust") of even date therewith conveying property, more particularly described in the Deed of Trust (the "Property"), to the Trustee which was duly recorded in the official real property records, of SKAMANIA County, Washington, on February 1, 2005, under recording number 2005-156097

WHEREAS, Borrower and Lender have agreed to modify the Note and the Deed of Trust in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the terms and conditions of this Modification Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree that:

A. MODIFICATION OF NOTE.

1. As of the date of this Modification Agreement, the unpaid principal balance of the Note is EIGHTY SEVEN THOUSAND AND 00/100 dollars (\$ 87,000.00), and interest has been paid to JUNE 7, 2005

2. The terms and provisions of the Note are hereby amended and modified by deleting all of the terms and provisions of the Note and replacing them with the terms and provisions of Exhibit A attached hereto and incorporated herein by reference, entitled **ADJUSTABLE RATE NOTE**

B. **MODIFICATION OF DEED OF TRUST.** The terms and provisions of the Deed of Trust are amended and modified by deleting all of the terms and provisions of the Deed of Trust and replacing them with the terms and provisions of Exhibit B attached hereto and incorporated herein by this reference, entitled Deed of Trust.

C. **NO RELEASE.** Nothing in the Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and the Deed of Trust. Except as herein modified, nothing herein invalidates or shall impair or release any covenant, condition, agreement or stipulation in the Note or the Deed of Trust and the same, except as herein modified, shall continue in full force and effect. The borrower further covenants and agrees to perform and comply with and abide by each of the covenants, agreements, conditions and stipulations of the Note and the Deed of Trust, as modified herein.

D. **LIEN PRIORITY.** All of the Property shall remain and continue in all respects subject to the Deed of Trust, and nothing in this Modification Agreement, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to such property. Borrower shall provide, at Borrower's sole cost and expense, such endorsements to Lender's existing title insurance as Lender may request insuring the first-lien position of the Deed of Trust as amended, and shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property, and shall execute such indemnity agreements, as may be required by the title company in connection with the issuance of such endorsements or policy.

E. **RESERVATION OF RIGHTS.** All of Lender's rights against all parties, including, but not limited to, all parties secondarily liable on the Note, are hereby reserved. This Modification Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Borrower and to the successors and assigns of the Lender.

F. **WAIVER OF CLAIMS.** Borrower hereby agrees not to assert against any subsequent holder of the Note any claims or defenses that Borrower may have against Lender in connection with the making of the loan evidenced by the Note or which otherwise relate to the Note.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

EXECUTED as of the day and year first above written.


 GREGORY A. SMITH

6-3-05

Borrower

Borrower

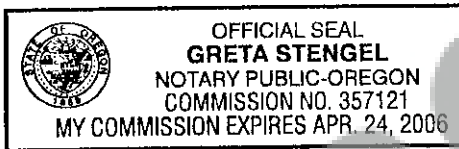
Borrower

Borrower

STATE OF ~~WASHINGTON~~ OregonCOUNTY OF Multnomah

} ss.

On this day personally appeared before me Gregory A. Smith
 to me known to be the individual described in and who executed the within and foregoing
 instrument, and acknowledged that [he/she] signed the same as [his/her] free and
 voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3 day of June, 2005.

 Printed Name
Greta StengelNOTARY PUBLIC in and for the State of Washington, residing at Oregon

My Commission Expires

4-24-06

STATE OF WASHINGTON

COUNTY OF _____

On this day personally appeared before me _____
 to me known to be the individual described in and who executed the within and foregoing
 instrument, and acknowledged that [he/she] signed the same as [his/her] free and voluntary
 act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, _____.

Printed Name _____

NOTARY PUBLIC in and for the State of Washington, residing at _____

My Commission Expires _____

LENDER:

SUNTRUST MORTGAGE, INC.

By

Lori McLaughlin
 Name LORI MCLAUGHLIN
 Its REGIONAL VICE PRESIDENT

STATE OF WASHINGTON

COUNTY OF

King

} ss.

On this day personally appeared before me Lori McLaughlin,
 to me known to be the Regional Vice Pres of SUNTRUST MORTGAGE, INC.,
 the Virginia Corporation that executed the foregoing instrument, and acknowledged such
 instrument to be the free and voluntary act and deed of such corporation, for the uses and
 purposes therein mentioned, and on oath stated that he/she was duly authorized to execute
 such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of June 2005



Cecilia Hallin
 Printed Name Cecilia Hallin
 NOTARY PUBLIC in and for the State of Washington -,
 residing at Kenmore WA
 My Commission Expires 5/9/06