Doc # 2005158706
Page 1 of 6
Date: 09/15/2005 02:03P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: $37.00

SCTC 27558

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of August, 2005 , between RANDY L. PIERCE and LUCINDA G. PIERCE, HUSBAND AND WIFE.

("Borrower") and EAGLE HOME MORTGAGE, INC., A Washington Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated March 1, 2005 and recorded in Book or Liber , at page(s) , of the Rcdg #2005156538 Records of
[Name of Records]
SKAMANIA, WA and (2) the Note, bearing the same date as, and
[County and State, or other Jurisdiction]
secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 101 RUSSELLS TIMBER LANE,CARSON,WA 98610 ,
[Property Address]

EY52017 EY52017 0

the real property described being set forth as follows:

LOT 5 OF THE RUSSELL'S MEADOW SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'B' OF PLATS, PAGE 102, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. TOGETHER WITH AN UNDIVIDED 1/31 INTEREST IN THE POND KNOWN AS LOTS 2 AND 3 OF THE RUSSELL'S MEADOW SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'B' OF PLATS, PAGE 102, 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 and Security Instrument):

1. As of August 29, 2005 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ 152,500.00 , consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.0000 %, from September 1, 2005 . Borrower promises to make monthly payments of principal and interest of U.S. $ 918.93 , beginning on the 1st day of October, 2005 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.0000 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on April 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 10510 NE NORTHUP WAY #300 , KIRKLAND, WA 98033
or at such other place as Lender may require.

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

   If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
   (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 such 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Randy L Pierce (Seal)
RANDY L. PIERCE -Borrower

Lucinda G Pierce (Seal)
LUCINDA G. PIERCE -Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

_______________ (Seal)
-Borrower

EAGLE HOME MORTGAGE, INC.

_______________ (Seal)
-Lender

By: Paul A. Lattin
EAGLE HOME MORTGAGE

[Acknowledgments To Be Attached]

EY52017 EY52017 0

STATE OF WASHINGTON)
)SS.
COUNTY OF Skamania)

On this 1 day of Sept., 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Randy L. Pierce & Lucinda G Pierce to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the sues and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

SANDY K. SEAMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES AUGUST 19, 2007

Notary Public in and for the State of Washington
residing at Skamania County.

STATE OF OREGON, }
} ss.
County of Washington }

On September 7, 2005, before me personally appeared Paul A. Lattin and ________________,
whose identities were established to my satisfaction, and who said that they are the ________________ Senior Vice President and the ________________
of Eagle Home Mortgage, Inc., a Washington Corporation,
NAME OF CORPORATION
that the seal, if any affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was executed on behalf of the corporation by authority of its board of directors; and that they acknowledge the instrument as the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed My official seal the date first written above.

Crystal J Barnhart
Notary Public for Oregon
My Commission expires October 30, 2006

OFFICIAL SEAL
CRYSTAL J BARNHART
NOTARY PUBLIC-OREGON
COMMISSION NO. 362552
MY COMMISSION EXPIRES OCTOBER 30, 2006