

When Recorded Mail To:

First American Title
Special Default Services
P.O. Box 27670
Santa Ana, CA 92799
Attn: Loan Mod Dept

FAT Doc. No.: 2425511

County: Skamania

Document Title(s)

LOAN MODIFICATION AGREEMENT

Reference Number(s) of related documents:

144693

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)

Dudley, Michael R. and Dudley, Sharon L.

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)

Washington Mutual Bank

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

BEGINNING 300 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 WITH THE SOUTH LINE OF STATE HIGHWAY NO. 8 (ALSO KNOWN AS U.S. HIGHWAY 14); THENCE SOUTH 418 FEET; THENCE IN A SOUTHWESTERLY DIRECTION 550 FEET TO A POINT 418 FEET DUE SOUTH OF THE SOUTH LINE OF SAID HIGHWAY; THENCE NORTH 418 FEET SOUTH LINE OF SAID HIGHWAY; THENCE FOLLOWING THE SOUTHERLY LINE OF SAID HIGHWAY IN A NORTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

Complete legal on page 5

Assessor's Property Tax Parcel/Account Number

03082900190100

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

Return Recorded Document To:
When Recorded Return To: MOD 1
First American Title Company MP6
P.O. Box 27670
Santa Ana, CA 92799 2425511
Attn: Loss Mitigation Title Services

Mail Tax Statement To:
Transamerica
6053 S. Fashion Square Drive
Suite 200
Murray, UT 84107

Loan # 0008400095/DUDLEY

_____(Space Above This Line for Recording Data)_____

LOAN MODIFICATION AGREEMENT PROVIDING FOR ADJUSTABLE INTEREST RATE

This Loan Modification Agreement ("Agreement"), made this 21ST day of JULY, 2005 between MICHAEL R DUDLEY AND SHARON L DUDLEY, HUSBAND AND WIFE, ("Borrower") residing at 212 SPRAGUE LANDING ROAD, STEVENSON, WASHINGTON 98648, and WASHINGTON MUTUAL BANK, FA, ("LENDER") with an address of c/o 7301 Baymeadows Way, Jacksonville, FL 32256, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated MAY 7, 2002, recorded MAY 17, 2002, as FILE NO. 144693, in BOOK NO. 224, PAGE NO. 326, in the Official Records of the Recorder of SKAMANIA County, State of WASHINGTON, in the original principal sum of \$540,000.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real personal property described in the Security Instrument and defined therein as the "Property", located at 212 SPRAGUE LANDING ROAD, STEVENSON, WASHINGTON 98618 the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. PARCEL ID NUMBER: 03-08-29-0-0-1901-00

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):

1. The unpaid principal balance of this Mortgage prior to the execution of the Loan Modification Agreement was \$524,743.27. As of AUGUST 1, 2005 the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$549,184.11, 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 or as Lender directs. Interest will be charged on the unpaid balance at the rate of 5.133%, as defined in the Note, commencing AUGUST 1, 2005 and Borrower agrees to make monthly payments of principal and interest in the amount of \$3,144.70 commencing on SEPTEMBER 1, 2005 and each and every month thereafter on the same day of each succeeding month until the principal and interest are fully paid.

Interest will continue to accrue on the unpaid principal balance due on the Note at the interest rate specified in this paragraph until the next Interest Rate Adjustment Date (as defined in the Note), at which time, and on each Interest Rate Adjustment Date thereafter, the interest rate shall be adjusted according to the terms of the Note. Borrower's new monthly payment specified in this paragraph also shall be adjusted periodically in accordance with the provisions of the Note, at the times provided for in the Note. If on JUNE 1, 2032 (the "Maturity Date"), the borrower still owes amounts under the Note and 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 P.O. Box 3200, Milwaukee, WI 53224 or at such other place as the Lender may require.

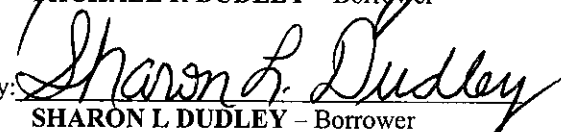
3. If all or any part of the Property or any interest in it is sold or transferred (or if a Beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full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

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 Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

By: 
MICHAEL R DUDLEY - Borrower

By: 
SHARON L DUDLEY - Borrower

By: 
A. E. CONINE, VICE PRESIDENT
WASHINGTON MUTUAL BANK, FA

(Space Below This Line for Acknowledgments)

**** NOTARY FOR BORROWER**

STATE OF Washington

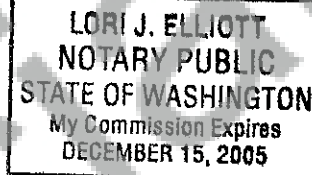
COUNTY OF Skamania

On July 25, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL R DUDLEY** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lori J. Elliott

My Commission Expires: December 15, 2005



**** NOTARY FOR BORROWER**

STATE OF Washington

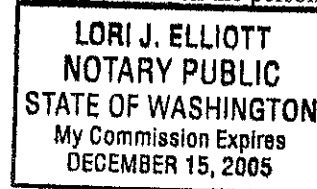
COUNTY OF Skamania

On July 25, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **SHARON L DUDLEY** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lori J. Elliott

My Commission Expires: December 15, 2005



DC # 2005159648
Page 4 of 6

****NOTARY FOR LENDER**

STATE OF FLORIDA
COUNTY OF DUVAL

On August 1st 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **A. E. CONINE**, Vice President, respectively, of **Washington Mutual Bank, FA**, personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melissa A. Simpson

My Commission Expires: November 5 2005



Melissa A. Simpson
Commission # DD 070184
Expires Nov. 5, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

This instrument was prepared by:

Washington Mutual Bank, FA
Molly Schenck
Default Specialist II
7301 Baymeadows Way
Jacksonville, FL 32256
Mail Stop: JAXA2000

Unofficial Copy

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST WILLAMETTE MERIDIAN, LYING SOUTHERLY OF THE RIGHT OF WAY ACQUIRED BY THE STATE OF WASHINGTON FOR PRIMARY HIGHWAY 9, DESCRIBED BELOW:

BEGINNING 300 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 WITH THE SOUTH LINE OF STATE HIGHWAY NO. 8 (ALSO KNOWN AS U.S. HIGHWAY 14); THENCE SOUTH 418 FEET; THENCE IN A SOUTHWESTERLY DIRECTION 550 FEET TO A POINT 418 FEET DUE SOUTH OF THE SOUTH LINE OF SAID HIGHWAY; THENCE NORTH 418 FEET SOUTH LINE OF SAID HIGHWAY; THENCE FOLLOWING THE SOUTHERLY LINE OF SAID HIGHWAY IN A NORTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

A. P. No.: 03-08-29-0-0-1901-00

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