

## LOAN MODIFICATION AGREEMENT

Legal Description: Lot 1, of SP3-313  
Address: Lot 1 Kanaka Creek Rd Carson WA 98610  
LOAN NUMBER: 14-002945-4

County: Skamania  
TAX NUMBER: 03-07-25-2-0-0120-00

This agreement made and entered into this 27 day of January, 2006, by and between RIVERVIEW COMMUNITY BANK (hereinafter called "Lender"), and Gregory A. Robertson a single man (Hereinafter called "Owner(s)")

### WITNESSETH:

WHEREAS, Lender entered into an agreement and Owner(s) owed Lender the sum of One Hundred Thirty Thousand Five Hundred and 00/100 dollars, (\$130,500.00) as evidenced by a note and mortgage (the term "mortgage" includes a Deed of Trust) executed and delivered on August 27, 2004, which mortgage is duly recorded on August 31, 2004 under Auditor's File No. #2004154276 in the public records in the jurisdiction where the mortgaged property is located which note and mortgage are hereby incorporated herein as part of this instrument:

WHEREAS, the undersigned owner of said premises has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

To alleviate the necessity of refinancing this loan obligation, this loan is hereby modified and/or extended as follows: The Construction Maturity Date is here by changed to July 1, 2006 The First Rate Change Date is here by change to October 1, 2006 and every Twelve Month there after. **NOTWITHSTANDING**, all other terms and conditions remain unchanged.

WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, It is hereby agreed that, in consideration of the reasons stated above, as of the date of this agreement the unpaid balance of said indebtedness is One Hundred One Thousand Six Hundred Forty Nine and 79/100 dollars, (\$101,649.79) together with the unused commitment amount of Twenty Eight Thousand Eight Hundred Fifty and 21/100 dollars, (\$28,850.21) all of which the undersigned promises to pay with interest at 4.75% in accordance with Section 4 of the Adjustable Rate Note per annum until paid and that the same shall be payable in Interest Only Payments, plus a sum estimated to be sufficient to discharge taxes and insurance obligations, if applicable, (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect.

Subject to Terms of Note

Dated: January 30, 2006  
RIVERVIEW COMMUNITY BANK  
(Corporate Mortgagee)

Gregory A. Robertson  
Gregory A. Robertson

By DeAnn Tyler, AVP  
DeAnn Tyler, AVP

STATE OF WASHINGTON  
COUNTY OF Skamania

On this 27<sup>th</sup> day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Gregory A. Robertson known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same at his own free and voluntary act and deed, for the uses and purposes therein mentioned.

KATHY L. MCKENZIE  
NOTARY PUBLIC  
STATE OF WASHINGTON  
My Commission Expires  
JANUARY 01, 2009

Kathy L. McKenzie  
Notary Public in and for the State of Washington  
Residing at: Stevenson  
My Commission Expires: Jan. 1, 2009

STATE OF WASHINGTON  
COUNTY OF CLARK

On this 30<sup>th</sup> day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DeAnn Tyler, to me known to be the Assistant Vice President of Riverview Community Bank the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that She is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

KENNA CHRISTOPHER  
NOTARY PUBLIC  
STATE OF WASHINGTON  
My Commission Expires  
JULY 1, 2006

Kenna Christopher  
Notary Public in and for the State of Washington  
Residing at: Vancouver  
My Commission Expires: July 1, 2006