

When recorded mail to:  
LSI - North Recording Division C.  
5029 Dudley Blvd SING  
McClellan, CA 95652 1977652 STOP: SV79  
(800) 964-3524

Loan Number: 90101069

Assessor Parcel Number: 02-05-32-4-00101-00

### MODIFICATION AGREEMENT

Document No. 2005156468  
~~0009010106903005~~

Grantor/Borrower(s) (Last Name, First Name and Initials):

1. ROGER O'BRIEN and ELLI O'BRIEN, husband and wife
- 2.
- 3.

Grantee(s)/Assignee/Beneficiary:

1. Mortgage Electronic Registration Systems, Inc. (MERS)



Additional Name(s) on page of document.

Legal Description (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range):

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLIAMETTE, SKAMANIA COUNTY, WASHINGTON, LYING NORTHERLY OF THE CENTER OF THE CHANNEL OF THE WASHOUGAL RIVER AND SOUTHERLY OF COUNTY ROAD NO. 1106 DESIGNATED AS THE WASHOUGAL RIVER ROAD. EXCEPT THE WEST 90 FEET THEREOF AND EXCEPT THE EAST 2,391 FEET THEREOF. ALSO KNOWN AS LOT 24, PARKER'S TRACTS.

Assessor's Property Tax Parcel Account Number(s): 02-05-32-4-00101-00

THIS INSTRUMENT PREPARED BY:  
Rhonda G. Williams PTX 137  
6400 Legacy Drive, Plano, TX 75024

RECORDED AT THE REQUEST OF   
AND WHEN RECORDED MAIL TO: 

COUNTRYWIDE HOME LOANS, INC.  
1800 Tapo Canyon Rd., Mail Stop: SV 79  
Simi Valley, CA 93063

LOAN NUMBER: 90101069  
MIN: 1000157-0004780390-9

02-05-32-4-00101-00  
ASSESSOR PARCEL NUMBER: 02-05-4-0101-00  
MERS Phone: 1-888-679-6377

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### MODIFICATION AGREEMENT TO NOTE AND DEED OF TRUST

This Modification Agreement (the "Agreement") is made as of **October 27, 2005**, between **ROGER O'BRIEN and ELLI O'BRIEN, husband and wife** (the "Borrowers") and Countrywide Home Loans, Inc., ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee"), and amends and supplements that certain Note and that certain Deed of Trust dated **March 3, 2005**, and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint Michigan 48501-2026, and filed for record **March 4, 2005**, Document No. **2005156468**, Official Records of **March 4, 2005** County, State of **Washington** (the "Security Instrument"), and covering the real property with a common street address of: **10852 Washougal River Road, Washougal, Washington 98671**, but more specifically described as follows:

**THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLIAMETTE, SKAMANIA COUNTY, WASHINGTON, LYING NORTHERLY OF THE CENTER OF THE CHANNEL OF THE WASHOUGAL RIVER AND SOUTHERLY OF COUNTY ROAD NO. 1106 DESIGNATED AS THE WASHOUGAL RIVER ROAD. EXCEPT THE WEST 90 FEET THEREOF AND EXCEPT THE EAST 2,391 FEET THEREOF. ALSO KNOWN AS LOT 24, PARKER'S TRACTS.**

1. The terms of the Note and Security Instrument are hereby amended and modified as follows:
  - ☐ a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is hereby changed to:
  - ☒ b. commencing on **December 1, 2005**, the interest on my Note shall be **6.375** percent per annum.
  - ☒ c. commencing on **January 1, 2006**, my regular monthly principal and interest payment under the Note shall be **\$2,396.54**.
  - ☐ d. the Construction Completion Date is: **December 3, 2005**.
  - ☒ e. the new Promissory Note Maturity Date is: **December 1, 2035**.
  - ☒ f. the new first Interest Rate Change Date on the adjustable loan is: **December 1, 2015**.
  - ☒ g. the interest rate I am required to pay at the first Change Date will not be greater than **11.375%** or less than **2.250%**. My interest rate will never be greater than **11.375%**.
2. Borrower consents to Lender attaching this Agreement to the Note itself.
3. All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Please see Page 2 for Notary Acknowledgement for Borrowers

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LOAN NUMBER: 90101069  
MIN: 1000157-0004780390-9

ASSESSOR PARCEL NUMBER: 02-05-4-0101-00  
MERS Phone: 1-888-679-6377

(Continued)

MODIFICATION AGREEMENT TO NOTE AND DEED OF TRUST

[Signature]  
ROGER O'BRIEN

BORROWERS: ELLI O'BRIEN  
ELLI O'BRIEN

Notary Acknowledgement for Borrowers

State of Washington  
County of Skamania

On October 28, 2005, before me, the undersigned Notary Public, personally appeared ROGER O'BRIEN and ELLI O'BRIEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the individuals, or the entity upon behalf of which the individuals acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Signature Jeri L Connolly

My Commission Expires April 28, 2008

(NOTARY SEAL / STAMP)

JERI L. CONNOLLY  
STATE OF WASHINGTON  
NOTARY — PUBLIC  
My Commission Expires April 28, 2008

PLEASE DO NOT WRITE BELOW — COUNTRYWIDE ONLY

Notary Acknowledgement for Lender and Mortgagee

State of Texas  
County of Collin

Countrywide Home Loans, Inc., and  
Mortgage Electronic Registration Systems, Inc.

[Signature]  
Stephen M Heintz, Vice President

On Nov. 1, 2005, before me, the undersigned Notary Public, personally appeared Stephen M Heintz, Vice President, Countrywide Home Loans, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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

Rhonda G. Williams, Notary Public

[Signature]

RHONDA G. WILLIAMS  
Notary Public, State of Texas  
My Commission Expires 08-24-07