

When Recorded, Return to:

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

SR 2776f

MODIFICATION AGREEMENT
(Washington Construction Permanent Loan Terms)

WAMA/0143270262

THIS AGREEMENT, made as of MAY 22, 2006, by and between
LARY DELOACH
JILL DELOACH

(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 JULY 19, 2005, payable to Lender in the original principal amount of TWO HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED FIFTY AND 00/100, (\$ 271,250.00), 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 July 19, 2005, under recording number 2005158045.

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 TWO HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED AND 00/100 dollars (\$ 275,800.00), and interest has been paid to MAY 31, 2006

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 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.

Larry DeLoach
LARRY DELOACH Borrower

Jill DeLoach
JILL DELOACH Borrower

Borrower

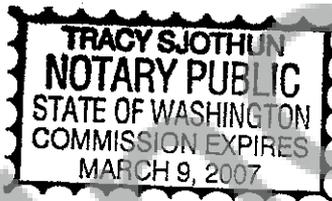
Borrower

STATE OF WASHINGTON

COUNTY OF Clark } ss.

On this day personally appeared before me Larry DeLoach + Jill DeLoach 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 30th day of May 2006.



Tracy Sjothun
Printed Name
NOTARY PUBLIC in and for the State of Washington, residing at
Vancouver
My Commission Expires 3-9-07

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:

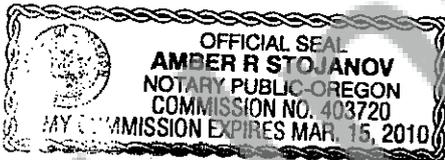
SUNTRUST MORTGAGE, INC.

By: Vicki Brooks
Name VICKI BROOKS
Its OPERATIONS MANAGER

STATE OF ~~WASHINGTON~~ Oregon } ss.
COUNTY OF Multnomah

On this day personally appeared before me Vicki Brooks,
to me known to be the operations manager 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 25 day of May, 2006



Amber R Stojanov
Printed Name Amber R Stojanov
NOTARY PUBLIC in and for the State of ~~Washington~~ Oregon
residing at Portland
My Commission Expires 3/15/2010

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