

Doc # 2007167063
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Date: 07/30/2007 01:04P
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$43.00

After Recording Please Return To
Webster Bank, N.A.
National Construction Lending Center
609 West Johnson Avenue
Cheshire, CT 06410

(Space Above this Line for Recording Data)

LOAN MODIFICATION AGREEMENT
(To Extend the Time for the Completion of Construction)

This Loan Modification Agreement is made effective as of **July 11, 2007** by the undersigned

DAVID KIDNER and **CYNTHIA A. KIDNER**

("Borrower"), in regard to that certain Mortgage Deed, Deed of Trust or Security Instrument (hereinafter "Security Instrument") made by the Borrower in favor of **WEBSTER BANK, NATIONAL ASSOCIATION**, with a principal place of business at Webster Plaza, 145 Bank Street, Waterbury, CT 06702 ("Lender"), in which the Trustee is **William L. Bishop, Jr., Bishop, Lynch & White, PC, 720 Olive Way, Suite 1301, Seattle, WA 98101**, and which is dated **January 24, 2007** and which secures the debt of the Borrower, as set forth in a Fixed Rate Note of even date therewith (hereinafter "Note") in the original principal amount of \$ **149,000.00** against the property of the Borrower located at

82 Poplar Road, Home Valley, WA 98648

as more fully described in said Security Instrument, and which Security Instrument is recorded at

Book or Liber **2007164B4 3**, at Page(s) _____,

of the **AUDITOR** Records of **SKAMANIA COUNTY, WA**
(Name of Records) (County and State, or other Jurisdiction)

WHEREAS, the Borrower wishes to extend the time for the Borrower to complete the construction of the buildings or improvements that is set forth in the loan documents, including particularly the Construction Rider To Note and Security Instrument, that was originally executed by the Borrower and attached as a Rider to the Note, and that was recorded with such Security Instrument (both copies of which are hereinafter referred to as "Construction Rider" and the Construction Loan Agreement; and

WHEREAS, the Borrower wishes to extend the period for construction without the establishment of a Delayed Completion Reserve Account at this time, but prefers instead to modify the executed and recorded documents to extend the Project Completion Date, and the Conversion Date described therein, without limiting or altering the right of the Lender to establish the Delayed Completion Reserve Account at a future time, if the Lender shall deem it necessary;

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration and of the terms hereof, the parties hereto do hereby modify and amend the aforesaid Construction Rider only as follows:

1. The terms of the loan documents, Construction Loan Agreement and said Construction Rider are hereby altered and amended to change the date described as the Project Completion Date from **July 11, 2007** (wherever it appears as originally provided therein) to **August 11, 2007**.

2. In accordance with the terms of paragraph 4 of the Construction Rider, as amended hereby, the Borrower shall continue to make monthly payments of interest only, at the interest rate required under the terms of the Note, in an amount based upon the outstanding principal balance all as therein provided until **September 1, 2007**, which shall be the new Conversion Date. On **October 1, 2007**, the Borrower shall commence the payment of principal and interest, in the amount of **\$1,022.13**.

3. Nothing contained herein shall limit or amend any of the the rights of the Lender in any way, including without limitation, the right to establish a Delayed Completion Reserve Account at a future time, if the Lender shall deem it necessary.

4. Except as modified hereby, the aforesaid Note, Security Instrument, Construction Loan Agreement, Loan Documents and Construction Rider remain unchanged and in full force and effect, and the modifications and amendments made herein shall not serve to extend or alter the final maturity date described therein.

BY SIGNING BELOW, I accept and agree to the promises, agreements, terms and covenants contained in this Loan Modification Agreement .

Witnesses:

Due 2 Kidner (Seal)
DAVID KIDNER - Borrower

Cynthia A. Kidner (Seal)
CYNTHIA A. KIDNER - Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

STATE OF WASHINGTON)
COUNTY OF CLARK) ss:

On this day personally appeared before me

DAVID KIDNER and CYNTHIA A. KIDNER

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 27TH day of JULY, 2007

Maria P. Spencer
Notary Public in and for the State of Washington, residing at
STEVENSON

My Appointment Expires on
4.24.09



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IN WITNESS WHEREOF, this Agreement has been duly executed by:

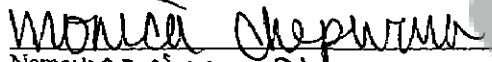
WEBSTER BANK, NATIONAL ASSOCIATION

BY 
CHARLES CALDERBANK
Its duly Authorized Vice President

(SEAL)

WITNESSES


Name: MAYORI SANTIAGO


Name: Monica Cherpurna

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

ss. Cheshire

On the 24th day of July, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared

CHARLES CALDERBANK

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, he acted on behalf of the Corporation and executed the instrument as its duly authorized Vice President.

IN WITNESS WHEREOF, I hereunto set my hand,

(This area for Official Notarial Seal)


Notary Public
My Commission Expires

JULIE K. STEINER
NOTARY PUBLIC
My Commission Expires June 30, 2008

