This instrument was prepared by:

Record & Return to: Group9 Abstract, Inc. W140 N8917 Lilly Road Menomonee Falls, WI 53051

... בווטטו ש, וועט.

Doc # 2008168768

Page 1 of 6
Date: 1/22/2008 10:44A

Filed by: GROUP9, INC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$47.80

Account Number: 0629284407

Page 1 of 5



MODIFICATION OF THE WaMu Equity Plus ™ SECURITY INSTRUMENT

Grantor/Mortgagor:

EDWARD STUART LAUDERT

3 2 6 4 9 B (06/12/07) w8.3

| Inis Modification o | | | | | | |
|---------------------------|---------------------|-------------------|-----------------|----------------|--------------|-----------------|
| made and entere | d into on | January | 11, 2008 | _ by | and bet | |
| WASHINGTON MUTU | AL BANK_ ("we," | "us," "our," o | r "Bank") and | d the other | person(s) si | gning |
| below ("collectively, the | Grantor/Mortgago | or"). | | _ ¬ | | |
| Bank and Grantor/ | Mortgagor are pa | arties to a | WaMu Equit | y Plus | Agreemen | t and |
| Disclosure (including a | ny riders and pro | evious amendm | ents, the "A | .greement"), | which is | being |
| amended by a separate | e document with | the same da | te as this M | lodification. | The Agree | ∍ment |
| establishes an account 1 | for the borrower(s | s) identified the | ein (collective | ely, the "Bor | rower") wit | th the |
| Account Number identifi | ed above (the "Ad | ccount") from w | hich Borrowe | er may obtair | n credit adv | ances |
| on a revolving basis from | m Bank. The A | greement is sec | ured by a m | ortgage, de | ed of trust, | trust |
| indenture, deed to secur | e debt, security d | leed, or other se | curity instrun | nent (includii | ng any ride | 's and |
| previous amendments, t | he "Security Instr | rument") execut | ed by Granto | r/Mortgagor | and record | ed on |
| 01/14/2005 as Instr | ument No. <u>2</u> | 005155932 | , in Book or | Liber | , P | age(s) |
| , in the Official | Records of | SKAMANIA | Count | y, wasningto | on. The Se | curity |
| Instrument secures th | e performance | of Borrower's | obligations | under the | Agreement | , anu |
| Grantor/Mortgagor's ob | ligations under | the Security II | nstrument, al | ng encumbe | ers the pro | perty / /+bo |
| described in the Secur | ity Instrument a | nd located at | the Property | Address St | ated below | , (lile |
| "Property"), as more pa | articularly describ | ed in Exhibit " | A" attached i | to and incor | porated int | o uns |
| Modification. | | | | | | |
| | | | | | | |
| | 010 | 50400130000 | | | | |
| Tax Parcel Number: | 010 | 30400130000 | | | | |
| Bank and Grantor/N | lortgagor agree as | s follows: | • | | | |

1. Effect of this Modification. This Modification modifies, amends and supplements the

Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Security Instrument. Except as modified, amended or supplemented by this Modification, the Security Instrument shall remain in full force and effect. This Modification will be legally binding and effective upon the parties only when it is signed by Bank and each Grantor/Mortgagor.

2. Modified Terms and Conditions. The Security Instrument is modified, amended and supplemented by this Modification, as follows:

Credit Limit Increase: The Credit Limit stated in the Agreement and the Security Instrument is hereby increased by \$115,000.00, from the current amount of \$30,000.00 to the increased amount of \$145,000.00. All other terms and conditions relating to the Credit Limit including, without limitation, our ability to reduce the Credit Limit during any period when certain events have occurred and your obligation not to request or obtain a credit advance that will cause your Account balance to exceed your Credit Limit, remain in full force and effect (except for any changes resulting from the amendment of the Agreement referenced above).

- 3. Other Changes to the Agreement. The terms and conditions of the Agreement have been amended in certain respects, and reference is made to the amended Agreement for information relating to the same.
- 4. **Definition of Terms.** Except as otherwise provided in this Modification, the terms used in this Modification shall have the same meanings as the same or substantially equivalent terms used in the Security Instrument, whether or not the terms used in this Modification or the Security Instrument, are capitalized.

Property Address:

1492 CANYON CREEK RD WASHOUGAL, WA 98671-7816

Page 3 of 5

By signing below, Bank and Grantor/Mortgagor accept and agree to the terms and conditions of this Modification effective as of the date first set forth above.

BANK:

WASHINGTON MUTUAL BANK

Notary Public

3 2 6 4 9 B (06/12/07) w8.3

| By: Call Add (Bank Officer Signature) | |
|--|--|
| (Printed Bank Officer Name) Its: | |
| (Bank Officer Title) | |
| | |
| | |
| | \sim 0) |
| STATE OF WASHINGTON) | |
| COUNTY OF Clark | |
| The foregoing instrument was acknowledged before me to Carol Lackey as | this 11 day of January, 2008, by on Officer (Bank Officer Title) |
| (Bank Officer Name) ' of WASHINGTON MUTUAL BANK | (balik Officer True) |
| WITNESS my hand and official seal | Notary Public Stale of Washington ROBIN J PRUTSMAN |
| My commission expires: 10/10/09 | My Appointment Expires Oct 10, 2009 |

GRANTOR/MORTGAGOR:

EDWARD STUART LAUDERT



| STATE OF WASHINGTON) | |
|---|---------------|
| county of <u>Clark</u>) ss | |
| On this day personally appeared before me : EDWARD STUART LAUDERT | and |
| | and |
| | and |
| | and |
| | and and |
| | and |
| | , |
| to me known to be the individuals described in and who executed the within and foreg instrument and acknowledge that they signed the same as their free and voluntary act and deed the uses and purposes therein mentioned. | oing , for |
| WITNESS my hand and official seal this 11th day of January , 2008 | _ |
| Roberthad | |
| Notary Public in and for the State of Washington | |
| Residing at: Multinomah County My Commission expires: 10/10/09 | |
| | |

Notary Public State of Washington ROBIN J PRUTSMAN My Appointment Expires Oct 10, 2009

EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF SKAMANIA, STATE OF WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS: THAT PORTION OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP ONE (1) NORTH, RANGE FIVE (5) EAST OF THE WILLAMETTE MERIDIAN, ALSO KNOWN AS TAX LOT 1300 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE WEST 398.12 FEET, MORE OR LEES; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID TRACT TO THE MIDDLE LINE OF CANYON CREEK; THENCE NORTHEASTERLY ALONG THE MIDDLE LINE OF CANYON CREEK TO A POINT 25 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID TRACT TO THE NORTHERN EDGE OF STATE HIGHWAY 14; THENCE EAST 25 FEET, MORE OR LESS, TO THE EAST LINE OF SAID TRACT; THE POINT OF BEGINNING.