

This instrument was prepared by:  
Katrina R. Smith  
Charles Schwab Bank  
5201 Gate Parkway Jacksonville, FL 32256  
*1877) 766-8244*  
Record and Return to:  
Charles Schwab Bank

2001 Bishops Gate Boulevard  
Mount Laurel, NJ 08054  
Mailstop: DC  
Loan Number: 0040596553  
Parcel Identifier: 03753632230200  
MIN 100020000405965538

ORIGINAL

#### MODIFICATION AGREEMENT

This **MODIFICATION AGREEMENT** (this "Agreement") is entered into this February 11th, 2008, by and between **Larry Deskin, Brenda Deskin**, who reside at **660 NE MAJOR STREET STEVENSON, WA 98648** (herein individually and collectively referred to as "Borrower"), and **Charles Schwab Bank**, a **Organization** (herein referred to as "Lender").

**WHEREAS**, Lender is the owner and holder of that certain mortgage or deed of trust (the "Security Instrument"), dated **February 9, 2007**, made by Borrower as trustor or mortgagor, as the case may be, to Lender as beneficiary or mortgagee, as the case may be, recorded on 2/12/07 in Doc. # 200,7164980, if applicable, of the Public/Land Records of **SKAMANIA COUNTY**, state of **WA**, securing a debt evidenced by a promissory note (the "Note") dated **February 9, 2007**, which Security Instrument encumbers the property more particularly described in the attached Exhibit B; and \*\*

**WHEREAS**, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

\*\* "MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified as set forth in Exhibit A attached hereto and made a part hereof.
2. The unpaid principal balance due under the Note as of the date of this Agreement is \$400,000.00.
3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heir, and legatees of each of the parties hereto.
6. If the spouse of the Borrower, \_\_\_\_\_, is not obligated on the Note, (i) then this Agreement has been executed by the spouse of the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modifications of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.

Executed on the date first above written.

Witnesses:

Brooke N. Rogers  
Name: Brooke N Rogers  
(Witness)

Robert Wood  
Name: Robert Wood  
(Witness)

Brooke N. Rogers  
Name: Brooke N Rogers  
(Witness)

Robert Wood  
Name: Robert Wood.  
(Witness)

Larry Deskin (Seal)  
Larry Deskin -Borrower  
P. O. BOX 786  
STEVENSON, WA 98648

Brenda Deskin (Seal)  
Brenda Deskin -Borrower  
P. O. BOX 786  
STEVENSON, WA 98648

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

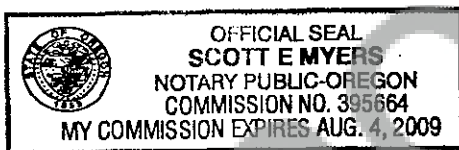
OREGON  
STATE OF ~~WASHINGTON~~,  
County of ~~SKAMANIA~~  
WASHINGTON

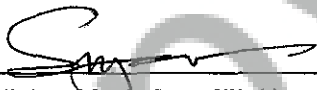
} ss:

On this day personally appeared before me Larry Deskin, Brenda Deskin

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3<sup>RD</sup> day of MARCH 2008



  
Notary Public in and for the State of Washington, residing at 16004 SW TUITL-SHERMAN  
SCOTT E. MYERS OREGON SHERWOOD, OR. 97140  
My Appointment Expires on AUG. 4, 2009

Charles Schwab Bank

By: Jorjette C. Witt  
Jorjette C. Witt  
Director

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4 day of March, 08, by Jorjette C. Witt, Director of Charles Schwab Bank a Organization organized under the laws of the state of United States of America on behalf of said Organization. This person is personally known to me.



Katrina R. Smith  
Name: Katrina R. Smith  
Notary Public, State of Florida  
Commission No:  
My Commission Expires:

**EXHIBIT A  
FIXED RATE MORTGAGE**

- (a) Beginning on the first day of March 1st , 2008 and on the first day of every month thereafter, Borrower will pay interest at a yearly fixed rate of 6.000.
- (b) Each of Borrower's principal and interest payments will be in the amount of 2,398.21.
- (c) Borrower's monthly payments will continue until all of the principal and interest and any other charges described in the Note have been paid in full, except that if, on February 1st, 2038, Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date."

**EXHIBIT B**

LOT 3 OF BLOCK 3 OF THE FIRST ADDITION TO HILL CREST ACRES TRACTS, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 97, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON

Also known as:

**660 NE MAJOR STREET  
STEVENSON  
WA  
98648**