

**RETURN ADDRESS:**

Sterling Savings Bank  
Loan Support  
PO Box 2224  
Spokane, WA 99210

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 701184001

Additional on page \_\_\_\_

Grantor(s):

1. MADSEN, NELS P
2. MADSEN, MYRTLE J

Grantee(s)

1. Sterling Savings Bank

Legal Description: NE 1/4 SEC 34 T2N R6E

Additional on page 2

Assessor's Tax Parcel ID#: 02-06-33-0-0-1100-00 & 02-06-33-0-0-1100-03

THIS MODIFICATION OF DEED OF TRUST dated July 16, 2008, is made and executed between NELS P MADSEN, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF MYRTLE J MADSEN, HIS WIFE ("Grantor") and Sterling Savings Bank, whose address is White Salmon, 73 Northeast Estes Street, White Salmon, WA 98672 ("Lender").

*Auditor File No. 2005157718*

# **MODIFICATION OF DEED OF TRUST** (Continued)

Loan No: 701184001

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated June 15, 2005 (the "Deed of Trust") which has been recorded in SKAMANIA County, State of Washington, as follows:

**RECORDED JUNE 20, 2005 UNDER SKAMANIA COUNTY AUDITOR'S FILE #2005157718.**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in SKAMANIA County, State of Washington:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 33 AND IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE NELS MADSENSHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 257, SKAMANIA COUNTY RECORDS

The Real Property or its address is commonly known as 22 FARNSWORTH ROAD, SKAMANIA, WA 98640. The Real Property tax identification number is 02-06-33-0-0-1100-00 & 02-06-33-0-0-1100-03.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**TERMS OF THE NOTE ARE HEARBY AMENDED AS FOLLOWS: NOTE DATED JULY 16, 2008 IN THE PRINCIPAL AMOUNT OF ~~\$76,000.00~~ 67,000.00 (WITH A MATURITY DATE OF JULY 12, 2023).**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 16, 2008.**

**GRANTOR:**

x Nels P Madsen  
NELS P MADSEN

x Myrtle J Madsen  
MYRTLE J MADSEN

**LENDER:**

STERLING SAVINGS BANK

x Rhonda L Smith  
Authorized Officer

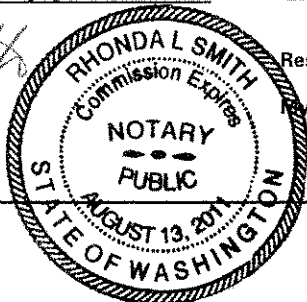
## **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Washington )  
 ) SS  
COUNTY OF Klickitat )

On this day before me, the undersigned Notary Public, personally appeared NELS P MADSEN and MYRTLE J MADSEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16<sup>th</sup> day of July, 2008

By Rhonda L Smith Residing at White Salmon  
Notary Public in and for the State of WA My commission expires 8-13-11



**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 701184001

Page 3

**LENDER ACKNOWLEDGMENT**

STATE OF Washington )  
 ) SS  
COUNTY OF Skamania )

On this 18th day of July, 20 08, before me, the undersigned Notary Public, personally appeared Rhonda Smith and personally known to me or proved to me on the basis of satisfactory evidence to be the Lender, authorized agent for **Sterling Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Sterling Savings Bank**, duly authorized by **Sterling Savings Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Sterling Savings Bank**.

By Kelly Carson Residing at N. Bonnerick  
Notary Public in and for the State of WA My commission expires 1/23/10

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