

RETURN ADDRESS:

FIRST INDEPENDENT
BANK
Stevenson Office
167 SW Second Street
PO Box 8904
Vancouver, WA 98668

SR 29207

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

1. Foster, Dennis

Grantee(s)

1. FIRST INDEPENDENT BANK

Legal Description: S29, T3N, R8E

Additional on page _____

Assessor's Tax Parcel ID#: 03-08-29-4-1-0500-00

2006163427

THIS MODIFICATION OF DEED OF TRUST dated November 21, 2008, is made and executed between Dennis Foster, a single man, whose address is PO Box 1033, Carson, WA 98610 ("Grantor") and FIRST INDEPENDENT BANK, whose address is Stevenson Office, 167 SW Second Street, PO Box 8904, Vancouver, WA 98668 ("Lender").

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

Loan No: 5609176

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 20, 2006 (the "Deed of Trust") which has been recorded in Skamania County, State of Washington, as follows:

Recorded October 23, 2006, Doc #2006163427.

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

A portion of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at a point 16.5 feet South of the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 29; thence South 278.5 feet; thence East 82.2 feet; thence in a Northeasterly direction 202.7 feet to a point 91.3 feet South and 158.0 feet of the point beginning; thence North 91.3 feet; thence West 158.0 feet to the place of beginning

The Real Property or its address is commonly known as 702 Wind River Highway, Carson, WA 98610. The Real Property tax identification number is 03-08-29-4-1-0500-00.

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

The word "Note" means the promissory note dated November 21, 2008, in the original amount of \$205,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement.

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 endorsers 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.

COUNTERPARTS-FACSIMILE SIGNATURES. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, and all of which, taken together will constitute one and the same contract. The parties will accept a signed counterpart of this Agreement transmitted by facsimile machine as though it were an original document; provided, however, that each party so transmitting a document will be obligated to deliver the manually signed original via overnight delivery service.

ORAL DISCLOSURE. 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.

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 NOVEMBER 21, 2008.

GRANTOR:

X 
Dennis Foster

LENDER:

FIRST INDEPENDENT BANK

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 5609176

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Clark)

On this day before me, the undersigned Notary Public, personally appeared **Dennis Foster**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of November, 20 08

By Marg PuccioResiding at VANCOUVER

Notary Public in and for the State of _____

My commission expires 2-27-2009

LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Clark)

On this 26th day of November, 20 08, before me, the undersigned Notary Public, personally appeared Timothy Cross and personally known to me or proved to me on the basis of satisfactory evidence to be the _____, authorized agent for **FIRST INDEPENDENT BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST INDEPENDENT BANK**, duly authorized by **FIRST INDEPENDENT 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 **FIRST INDEPENDENT BANK**.

By Marg PuccioResiding at VANCOUVER

Notary Public in and for the State of _____

My commission expires 2-27-09