

When Recorded Mail To:  
GREGG & VALBY, L.L.P.  
1700 WEST LOOP SOUTH, SUITE 200  
HOUSTON, TEXAS 77027

This Instrument Prepared By:  
THOMAS G. OVERBECK  
GREGG & VALBY, L.L.P.  
1700 WEST LOOP SOUTH, SUITE 200  
HOUSTON, TEXAS 77027  
Assessor's Property Tax Parcel or Account Number: 01050800080200  
Abbreviated Legal Description: LOT 3 SPZ-37

[Space Above This Line For Recording Data]

Doc ID # 00016597516704007  
MIN 1000157-0007999910-4

### MODIFICATION OF NOTE AND SECURITY INSTRUMENT

This Modification of Note and Security Instrument (the "Modification"), to be effective on **JANUARY 1, 2009**, is entered into by and among **JEREMIAH GORSAGE and CHASTITY GORSAGE, HUSBAND AND WIFE** ("Borrower"), **COUNTRYWIDE HOME LOANS, INC.**, ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), and amends and supplements that certain promissory note, dated **APRIL 16, 2007**, in the original principal amount of **\$306,500.00** ("Note"), secured by that certain Mortgage, Deed of Trust, Security Deed or other security instrument of the same date, granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), Post Office Box 2026, Flint, Michigan 48501-2026, and filed for record on **APRIL 20, 2007**, as Document No. **2007165789**, in the records of **SKAMANIA** County, State of **WASHINGTON** ("Security Instrument"), securing real property described as follows:

**A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN**

**THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:**

**LOT 3 OF THE ROBERT FERGUSON SHORT PLAT, AS RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 37, SKAMANIA COUNTY RECORDS.**

Commonly Known as **161 MEKO WAY, WASHOUGAL, WASHINGTON 98671**

Borrower agrees as follows:

1. The terms of the Note and the Security Instrument, including any addenda and riders, are amended and modified as follows:
  - My regular monthly principal and interest payment under the Note shall commence on **FEBRUARY 1, 2009**.
  - Under the terms of the Rate Improvement Rider: Commencing **JANUARY 1, 2009** the interest on my Note shall be **5.0000** percent per annum and my regular monthly principal and interest payment under the Note shall be **\$ 1,645.36**.
  - the new Maturity Date is: **JANUARY 1, 2039**.
  - the "Construction Loan Note Addendum" and the "Deed of Trust Mortgage Rider for Construction" are hereby null and void.
2. If construction is completed on a date before or after the effective date first shown above, Lender may at its option extend or shorten the maturity date shown in this Modification to make the remaining loan term equal to the permanent financing period of the Note. If Lender opts to change the maturity date, Lender will give notice to Borrower of the new maturity date. Borrower hereby consents to the foregoing and no further consent from Borrower is required.
3. If on the effective date first shown above, the total outstanding principal balance is less than the principal balance shown in this Modification, Lender may at its option re-amortize the outstanding principal balance and reduce Borrower's monthly payment. If Lender opts to re-amortize the outstanding principal balance, Lender will give notice to Borrower of the new monthly payment. Borrower hereby consents to the foregoing and no further consent from Borrower is required.

4. Nothing in this Modification will invalidate, impair or release any term or condition in the Note or the Security Instrument. The Note and the Security Instrument will continue in full force and effect. Any term or condition in the Note or the Security Instrument not modified in this Modification has the same force and effect as any term which is modified in this Modification. Borrower ratifies and confirms the terms and conditions of the Note and the Security Instrument, and covenants and agrees to perform and comply with the terms and conditions, as modified in this Modification.
5. Nothing in this Modification will be understood or construed as a substitution, transference or novation of the existing debt.
6. Lender reserves all rights it has against all parties, including but not limited to all parties secondarily liable.
7. This Modification is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, or successors and assigns of the respective parties.
8. All capitalized terms not defined in this Modification have the same meaning as in the Note or the Security Instrument.

This Modification has been executed by the parties below, effective the date first above written.

*Jeremiah H. Gorsage* (Seal)  
**JEREMIAH GORSAGE** -Borrower  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower

*Chastity Gorsage* (Seal)  
**CHASTITY GORSAGE** -Borrower  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

[Space Below This Line For Acknowledgment]

STATE OF Washington, Clark COUNTY ss:

On this day personally appeared before me **JEREMIAH GORSAGE** and **CHASTITY GORSAGE** to me known to be the individual, or individuals 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 5 day of January, 2009.

My Commission Expires: 3-30-2012

*Bobbie Joe Bell*  
 Notary Public

