

When recorded return to:
Richard T. Anderson, Jr.
ANDERSON & MONSON, P.C.
10700 SW Beaverton Hillsdale Hwy., Suite 460
Beaverton, OR 97005

MODIFICATION TO DEED OF TRUST AND PARTIAL RELEASE

THIS AGREEMENT, made this ____ day of November, 2008, between RUSSELL A. HAJEK, as his separate estate ("Borrower"), as owner of real property described in Deed of Trust mentioned below and AMERICAN GENERAL FINANCIAL SERVICES, INC., a Washington corporation, formerly known as AMERICAN GENERAL FINANCE, INC., as the Lender thereunder;

WITNESSTH

WHEREAS, Borrower executed a Deed of Trust dated March 5, 2001, containing a description of real property described as follows:

See Exhibit "A" attached hereto and made a part hereof

Securing an indebtedness of \$64,547.02, in favor of Lender, which Deed of Trust was recorded March 8, 2001 as Document No. 140522, Book 207, Page 438, Official Auditor's Records of Skamania County, Washington.

WHEREAS, the description as contained in said Deed of Trust is not the true and correct description of the property which the parties thereto intend to set forth therein and to convey to said Lender as security thereunder, which property intended to be described in said Deed of Trust is set forth herein as Exhibit "B", and the parties hereto now desire to amend said Deed of Trust to conform to the true intent of the parties thereto;

1 --MODIFICATION TO DEED OF TRUST AND PARTIAL RELEASE

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the parties hereto do hereby amend and modify said Deed of Trust by deleting therefrom the west half of the real property described in Exhibit "A" and substituting in place thereof the following description of the real property situated in the County of Skamania, State of Washington:

See Exhibit "B" attached hereto and made a part hereof

which Exhibit "B" includes as a part thereof the east half of the Exhibit "A" real property.

Borrower hereby grants to said lender the real property described in Exhibit "B" attached hereto in trust, with Power of Sale, for the purpose and under all of the provisions contained in said Deed of Trust, to the same effect as if said real property described in Exhibit "B" had been originally described therein.

Borrower hereby authorizes Lender to reconvey to the person or persons legally entitled thereto, the west half of the real property described in Exhibit "A" attached hereto.

Lender in compliance with said request and direction, does hereby RECONVEY to the PERSON OR PERSONS LEGALLY ENTITLED THERETO, but without warranty, all right, title and interest now held by Lender, under and by virtue of said Deed of Trust, in and to that certain property situated in Skamania County, State of Washington, particularly described as follows:

The west half of the real property described in Exhibit "A" attached hereto and made a part hereof

EXCEPT as hereby modified, said Deed of Trust shall remain in full force and effect.

This agreement shall inure to the benefit of and be binding upon the parties hereto and the personal representatives and successors in interest of each of them. IN WITNESS WHEREOF the parties hereto have executed this instrument.

BORROWER:


Russell Hajek

NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE

STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that I know or have satisfactory evidence that Russell Hajek signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

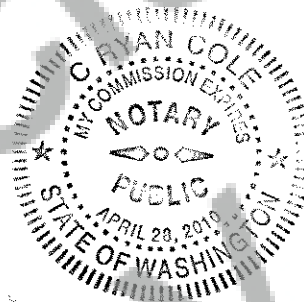
DATED: 4/6/09

Notary Public
My Appointment Expires: 4/21/2010

LENDER:

AMERICAN GENERAL FINANCIAL SERVICES, INC.,
formerly known as AMERICAN GENERAL FINANCE, INC.

By: 
Ryan Cole, Manager



STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that Ryan Cole is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated the he is authorized to execute the instrument and acknowledge it as a Manager of American General Financial Services, Inc., a Washington corporation, formerly known as American General Finance Inc., and signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 4/6/09

Notary Public
My Appointment Expires: 7/16/12

3 --MODIFICATION TO DEED OF TRUST AND PARTIAL RELEASE

Exhibit A

The North half of the following described property:

The Northeast quarter of the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH a 30 foot non-exclusive easement for ingress and egress over the West 30 feet of the Southeast quarter of the Southwest quarter of said Section 5, lying Northerly of County Road No. 1004, designated as Belle Center Road.

AND TOGETHER WITH a 30 foot non-exclusive easement for ingress and egress over the East 30 feet of the Southwest quarter of the Southwest quarter of Section 5, lying Northerly of said Belle Center Road.

Exhibit "B"

The East half of the following described property:

The Northeast quarter of the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Together with and subject to a 60 foot easement for ingress and egress and utilities, the centerline of which describes as follows. The intent of this easement is to clarify the legal description of that certain easement recorded under Recording No. 112969, Book 127, Page 400, records of Skamania County.

BEGINNING at the Southwest corner of the Northeast quarter of the Southwest quarter of Section 5; thence North $01^{\circ} 16' 17''$ East, along the West line of the Northeast quarter of the Southwest quarter of Section 5, for a distance of 62.44 feet to the TRUE POINT OF BEGINNING of said centerline easement line; thence along the arc of a 100.00 foot radius curve to the right (the radial bearing of which is South $44^{\circ} 34' 00''$ East), through a central angle of $08^{\circ} 18' 51''$, for an arc distance of 14.51 feet; thence North $45^{\circ} 26' 00''$ East, 25.00 feet; thence along the arc of a 200.00 foot radius curve to the right, through a central angle of $22^{\circ} 00' 00''$, for an arc distance of 76.79 feet; thence North $67^{\circ} 26' 00''$ East, 110.00 feet; thence along the arc of a 150.00 foot radius curve to the left, through a central angle of $6^{\circ} 00' 00''$, for an arc distance of 15.71 feet; thence North $61^{\circ} 26' 00''$ East, 90.00 feet to a point hereinafter referred to as described Point "A"; thence along the arc of a 400.00 foot radius curve to the right, through a central angle of $10^{\circ} 00' 00''$, for an arc distance of 69.81 feet; thence North $71^{\circ} 26' 00''$ East, 100.00 feet; thence along the arc of a 500.00 foot radius curve to the left, through a central angle of $31^{\circ} 05' 11''$, for an arc distance of 271.28 feet to the West line of the East half of the Northeast quarter of the Southwest quarter of Section 5 and the terminus of this centerline easement (sidelines of said easement shall be shortened or extended so as to terminate on the West line of the East half of the Northeast quarter of the Southwest quarter of Section 5); thence South $01^{\circ} 15' 53''$ West, along said West line, 445.26 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter of Section 5.

ALSO TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER THE WEST 30 FEET OF THE SOUTH 60 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA.