	569 Recorded 04/14/09 COMPANY Page: 1 of 4		_	
WHEN	RECORDED RETURN TO:			
ADDRE	First Republic Bank SS: 111 Pine Street	 ı		

Attn: Loan Review Dept. RE: Loan No. 22-421691-7

302/2 1. DEED OF TRUST MODIFICATION 2008/69382 GRANTOR(s): (last name, then first name and initials) I. UNDERWOOD INVESTMENT GROUP, LLC, AN OREGON LIMITED LIABILITY COMPANY 2. AS TO PARCEL I AND RAVI C. VEDANAYAGAM, A MARRIED MAN AS HIS SOLE AND 3 SEPARATE PROPERTY, AS TO PARCELS II AND III of document Dadditional names on page \_ GRANTEE(s): (last name, then first name and initials) 1. FIRST REPUBLIC BANK, A DIVISION OF MERRILL LYNCH BANK & TRUST CO., FSB 2. 3. of document □additional names on page TRUSTEE: 1 FIDELITY NATIONAL TITLE LEGAL DESCRIPTION (abbreviated: ie Lot, Block, Plat or Section, Township, Range) Lots 1, 7 & 8, Gosnell View Tracts □additional legal description is on page of document ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s): 1. 03-10-21-3-0-0704-00 2. 03-10-21-3-0-0705-00 3: 03-10-21-3-0-0706-00 □additional legal description is on page The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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When Recorded, Mail to:

First Republic Bank 111 Pine Street San Francisco, CA 94111

ATTN: Loan Review Dept.

RE: Loan No. 22-421691-7

## DEED OF TRUST / MORTGAGE AND NOTE MODIFICATION

WHEREAS, Underwood Investment Group, LLC, an Oregon limited liability company as to Parcel I ("Borrower") and Underwood Investment Group, LLC, an Oregon limited liability company as to Parcel I and Ravi C. Vedanayagam, a married man as his sole and separate property, as to Parcel II & III (Trustor) executed and delivered to First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB ("Lender"), a certain promissory note, in the sum of \$205,000.00 dated March 14, 2008, payable in monthly installments commencing on May 1, 2008 and due and payable on April 1, 2009, as amended ("the Note"); Whereas said Note is secured by a 1st trust deed/mortgage of even date as amended, recorded on March 27, 2008 in Book/Reel N/A, Page N/A, and/or as Instrument no. 2008169382 Official Records of Skamania County on certain real property more commonly described as Lots 1, 7 & 8 Gosnell Road, Underwood, WA 98651 (the "Deed of Trust/ Mortgage"); and

WHEREAS, the Borrower and Lender now desire to change and modify the terms of said Note and Deed of Trust;/Mortgage and

NOW, THEREFORE, in consideration of the mutual covenants contained herin, Borrower(s) And Lender agree as follows:

- 1. The maturity date is hereby extended from April 1, 2009 to April 1, 2010.
- 2. Effective April 1, 2009 my interest rate will be 5.500%.
- 3. Effective May 1, 2009 my interest only payment will be \$939.58 which will be based on the then projected unpaid principal balance \$205,000.00 and the current interest rate 5.500%. This amount of my monthly payment may change in accordance to Section 4 of said Note.
- 4. Effective April 1, 2009 Section 4(A), 4(C) and 4(D) of the Note and Adjustable Rate Rider to the Deed of Trust/Mortgage will be amended as follows:

### (A) Interest Rate Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of <u>May 2009</u> and the adjustable interest rate I will pay may change on that day everty <u>1</u> month thereafter. Each date on which my interest rate could change, is called a "Change Date".

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#### (C) Calculation of changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two** percentage points (2.000%) to the Current Index. The Note Holder will round the result of this addition to the next highest one-eighth of one-percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The result of this calculation will be the new amount of my monthly interest only payment.

## (D) Limits on Interest Rate Changes

My interest rate will never increase to more than 18.000%, nor less than 5.500%.

- 5. This is not a novation and it is expressly agreed by all parties hereto that none of the clauses, terms or conditions contained in said Note and in the Deed of Trust/Mortgage securing said Note, or in any amendment, modification, or rider of said Deed of Trust/Mortgage are or shall be changed, altered or modified in any way except as herein set forth.
- 6. This Modification constitutes the entire agreement of the Borrower and Lender with respect to the matters addressed in this Modification and this Modification supersedes all negotiations and discussions between the Borrower and Lender prior to the execution of this Modification with respect to the matters addressed in this Modification.
- 7. This Modification may only be modified by another agreement in writing, and shall be governed by the laws of the State of **Washington**.

See Balloon Payment Note Addenum, attached hereto and by this reference made in part hereof

Borrower:

Underwood Investment Group, LLC, an Oregon limited liability company

Ravi C. Vedanayagam, Date
Managing Director

Date

Trustor:

Lender:

First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB

By:

Gabriela McNiel

Vice President

Loan Closing

for the

Ravi C. Vedanayagam

Date

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# **ACKNOWLEDGMENT**

STATE OF CALIFORNIA	
county of San Francisco } ss.	
On April 3, 2009 before me, Puneet Kaur, a Not	ary Public
personally appeared Gabriela McNiel	
who proved to me on the basis of satisfactory evidence to be the person(a) we within instrument and acknowledged to me that he/she/they executed to capacity(tes), and that by his/her/their signature(s) on the instrument the powhich the person(s), acted, executed the instrument. I certify under PENALTY State of California, that the foregoing paragraph is true and correct.	the same in his/her/their authorized erson(s), or the entity upon behalf of
WITNESS my hand and official seal.	<b>)</b> *
PUNEET KAUR	Kan (Seal)
Commission # 1742454 Notary Public - California Santa Clara County MyComm. Expires Apr 29, 2011	
ACKNOWLEDGMENT	())
COUNTY OF MULTIPOPHAL  ss.	
On april 7, 2005 before me, CATHY LOUSLY personally appeared Ravi C. Vacanayagam	
who proved to me on the basis of satisfactory evidence to be the person(s) we within instrument and acknowledged to me that he/she/they executed to capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), acted, executed the instrument. I certify under PENALTY State of California, that the foregoing paragraph is true and correct.	the same in his/her/their authorized erson(s), or the entity upon behalf of
WITNESS my hand and official seal.	

OFFICIAL SEAL CATHY LOVELY NOTARY PUBLIC-OREGON COMMISSION NO. 432611 MY COMMISSION EXPIRES SEPTEMBER 26, 2012 Cashy Hovely

(Seal)