

WHEN RECORDED RETURN TO:

SUNTRUST MORTGAGE, INC.

1001 SEMMES AVENUE, RW 5083

RICHMOND, VA 23224

DOCUMENT TITLE(S)

SECOND LOAN MODIFICATION TO FIXED RATE

REFERENCE NUMBER(S) of Documents assigned or released:

2009172145

☐ Additional numbers on page _____ of document.

GRANTOR(S):

JOHN F. WALLIG AND SANDRA A. WALLIG

☐ Additional names on page _____ of document.

GRANTEE(S):

SUNTRUST MORTGAGE, INC.

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

LOT 7, SHON-TAY-RILL, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS,
PAGE 139, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

02053242010500

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Loan# 0144850286

SECOND
LOAN MODIFICATION TO FIXED RATE

THIS AGREEMENT (the "Agreement") is made and entered into as of the 28TH day of FEBRUARY, 2008, by and between JOHN F. WALLIG and SANDRA A. WALLIG, HUSBAND and WIFE, (the "Borrower(s)"), with a mailing address of 71 DANIELS ROAD, WASHOUGAL, WA 98671, and SunTrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224 (the "Lender").

A. Lender is the owner, holder and/or beneficiary of the following instruments (collectively, together with this Agreement, the "Loan Documents"):

- (i) An **ADJUSTABLE RATE NOTE**, dated **SEPTEMBER 28, 2006** (as amended hereby, the "Note"), between Borrower and Lender, which Note in the original principal balance of **\$355,000.00**; and
- (ii) A **DEED OF TRUST** and an **ADJUSTABLE RATE RIDER**, both dated **SEPTEMBER 28, 2006** between Borrower and Lender (collectively, the "Mortgage, the Deed of Trust or Security Deed"), and recorded on **OCTOBER 6, 2006**, in **SKAMANIA** County, **WASHINGTON** Land Records, at **DOCUMENT # 2006163245 et seq.** which secures, among other things, Borrowers' obligation under the Note, and which Mortgage encumbers the following property (the "Property"):

71 DANIELS ROAD, WASHOUGAL, WA 98671

LOT 7, SHON-TAY-RILL, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 139, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

- (iii) A Loan Modification Agreement dated **JANUARY 7, 2008** between Borrower and Lender and recorded on **2/25/09** in **SKAMANIA** County, **WASHINGTON** Land Records, at **DOCUMENT # 2009173145** which is hereby deleted, as of the date of this Agreement, in its entirety and replaced with this Loan Modification Agreement.

B. The Loan Documents evidence and secure a mortgage loan in favor of Borrower in the original principal amount of **\$355,000.00** (the "**Original Loan**"), and Borrower and Lender, upon completion of construction, agree to modification of the terms of the Original Loan, as provided herein.

C. As of the Effective Date of this Agreement, the outstanding principal balance of the Original Loan is **\$355,000.00** (the "**Loan**").

In consideration of the circumstances described in the foregoing paragraphs, and for other good and valuable consideration, Lender and Borrower agree as follows:

1. Effective Date. The Effective Date of this Agreement is as of **JANUARY 7, 2008**.
2. Lender Owns Documents. Lender is the owner and holder of the Loan and the Loan Documents and all sums due and to become due under the terms and provisions of the Loan Documents.
3. Modified Terms.
 - (a) Interest Rate. As of the Effective Date and continuing for the term of the loan, the interest rate for the Loan shall be fixed at **5.875%** per annum.
 - (b) Payments. Borrower shall make monthly payments of principal and interest for the next **344** months hereafter in the amount of **\$2,136.12**, beginning on **MARCH 1, 2008**, and continuing monthly on the first day of every month thereafter until the Maturity Date, detailed in paragraph 3(c) below.
 - (c) Term. The term of the Loan shall be extended, with all outstanding principal and interest due on or before **OCTOBER 1, 2036** (the "**Maturity Date**").

4. Warranties. Borrower represents and warrants to Lender that: (a) record and legal title to the Property is vested in Borrower, (b) there are no encumbrances or liens on the Property subsequent to the Mortgage (i.e., no other mortgages, no mechanics' liens, etc.), and (c) there are no delinquent taxes or assessments that have become a lien (i.e., a legal claim) on the Property. A breach of any of the foregoing shall constitute a default under the Loan Documents.

5. No Waiver of Lender's Rights. This amendment shall not prejudice any other existing or future rights, remedies, benefits, or powers belonging or occurring to Lender under the Loan Documents, as amended by this Agreement.

6. Compliance. Borrower acknowledges that Lender has fully complied with all of the terms and provisions of the Loan Documents to which Lender is obligated and that Borrower has no defenses under the Loan Documents.

7. Confirmation of Facts. Borrower acknowledges, represents and warrants to Lender that:

(a) All Loan Documents, as modified and amended hereby, are valid, binding and enforceable in accordance with their terms;

(b) Lender has no obligation to grant or make any additional modifications, extensions, or amendments to the Loan Documents with exception of any existing conversion option for which Borrower can qualify to exercise; and

(c) All matters set forth in the Loan Documents are true and correct.

8. Severability. If any provision of this Agreement is limited, restricted, prohibited, or unenforceable under applicable law, such provision shall be construed and enforced so as not to conflict with applicable law. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

9. No Other Changes. Nothing in this Agreement shall modify or amend the terms, conditions, and covenants in the Loan Documents except as expressly provided for in this Agreement and all terms, conditions, and covenants in the Loan Documents shall remain in full force and effect except as expressly modified in this Agreement.

10. Acceleration. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give Borrower written notice of acceleration. The notice shall provide a period of not less than 30 days from the date that the notice is given in which Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.

11. Subsequent Parties also Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. The term "permitted assigns" means any person or entity to whom Lender sells the Loan. Borrower is not allowed to assign the Loan Documents to anybody unless Lender consents in writing, which Lender has no obligation to do.

Signed, Sealed, and delivered
in the presence of:

BORROWER:

Michael Barnes
Witness

[Signature]
Witness

John F. Wallig (SEAL)
JOHN F. WALLIG

Sandra A. Wallig (SEAL)
SANDRA A. WALLIG

Victoria D. Barnes
Witness VICTORIA D. BARNES

Michael Barnes
Witness MICHAEL BARNES

LENDER:

SunTrust Mortgage, Inc.

By: [Signature]
MARGARET SLAUTER
ASSISTANT VICE PRESIDENT

State of §
City/County of §

On this the 3RD day of MARCH, before me, Tabitha Ann Dresser, personally appeared **JOHN F. WALLIG and SANDRA A. WALLIG**, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

Notary Signature Tabitha Ann Dresser (Seal)
My Commission Expires: April 1, 2011



Commonwealth of Virginia §
City of Richmond §

On this the 7th day of March, 2008, before me, **Shanna Stewart**, personally appeared **Margaret Slauter**, Assistant Vice President, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature Shanna Stewart (Seal)
ID# 7042322
My Commission Expires: September 30, 2010
(260128.2) 13088-037-38 10/14/01

