AFN #2010176189 Recorded 08/18/10 at 12:31 PM DocType: MTGS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 3 Auditor Timothy O. Todd Skamania County, WA

> AFTER RECORDING, RETURN TO: RIVERVIEW CENTER PO BOX 872290 VANCOUVER, WA 98687

> > Freddie Mac Loan Number: 690402104

Servicer Loan Number: 110031070

## BALLOON LOAN MODIFICATION

(Pursuant to the terms of the Balloon Note Addendum and Balloon Rider)

500226049

This Balloon Loan Modification ("Modification"), entered into effective as of the 2th day of , 2010 between Mark J. and Bethany K. Waters ("Borrower"), and Riverview Community Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 30, 2003, securing the original principal sum of U.S. Two Hundred Fifteen Thousand One Hundred and 00/100 dollars (\$215,100.00), and recorded in Book or Liber 198, at page(s) 208, of the Skamania County Mortgage Records of Skamania County, Washington; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: 10521 Cook-Underwood Rd., Underwood, WA. 98651, the real property described being set forth as follows:

LE 1 240 76

See Exhibit A

See Exhibit A

See 20, 73N, R 102

See 20, 73N, R 102

To evidence the election by the Borrower of the Conditional Modification and Extension of Loan Terms as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner and occupant of Property.
- As of September 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. One Hundred Eighty Five Thousand Five Hundred Twenty Two and 47/100 Dollars (\$185,522.47).
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.625% beginning September 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. One Thousand Ninety Three and 10/100 Dollars (1,093.10), beginning on the 1st day of October 2010 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2033 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on Modified Maturity Date.
  - The Borrower will make such payments at: Riverview Center, PO Box 872290, Vancouver, WA 98687 or at such place as the Lender may require.
- The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitations, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.
- Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this

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Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provision thereof, as amended by this Modification.

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.] Date Date Dated 2010 Riverview Community Bank (Corporate Mortgagee) DeAnn Tyler, Vice President STATE OF WASHINGTON COUNTY OF SKAMANIA On this day personally appeared before me Mark J. and Bethany K. Waters, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed the same as their own free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this  ${\it gth}$ day of 2010 KATHY L. MCKENZIE **NOTARY PUBLIC** STATE OF WASHINGTON COMMISSION EXPIRES JANUARY 1, 2013 Notary Public in and Residing at: My Commission expires STATE OF WASHINGTON COUNTY OF CLARK , 2010, before me, the undersigned, a Notary Public in and for the On this day of State of Washington, duly commissioned and sworn, personally appeared DeAnn Tyler, to me known to be the Vice President of Riverview Community Bank the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. TIFFANY L CARSON

Notary Public in and for the State of Washington Residing at:

Commission Expires: 2112013

NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES

**FEBRUARY 1, 2013** 

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## EXHIBIT 'A'

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 20; thence North 440 feet to the initial point of the tract hereby described; thence West 217 feet; thence North 200 feet; thence East 217 feet; thence South 200 feet to the point of beginning.

TOGETHER WITH an easement and right of way for road and utility purposes over and across the North 40 feet of the South 880 feet of the East 217 feet of the Southeast Quarter of the Southwest Quarter of the said Section 20, and over and across the Lyle W. Ternahan property to County Road No. 3130 designated as the Kollock-Knapp Road, and over and across the North 300 feet of the East 267 feet of the South 880 feet of the Southeast Quarter of the Southwest Quarter of the said Section 20, except the East 217 feet thereof.