

This Space Provided for Recorder's Use

WHEN RECORDED RETURN TO:
Cascade Central Credit Union
1206 12th Street
Hood River, OR 97031

SCR 31580

MODIFICATION AGREEMENT

Grantor(s): Roy C York and Susan L York
121 Short Run Rd.
Carson, Wa 98610

Grantee: Cascade Central Credit Union

Legal Description:

For complete legal description, see attached Exhibit A.

Sec 21, T3N, R8E

Assessor's Property Tax Parcel or Account No: 03082130010500

On or about December 12th, 2009, Grantor(s) executed and delivered to Cascade Central Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on February 3rd, 2010 doc# *2010174829* *SKAMANIA* ~~2007-04847~~ in the records of Hood River County. The Deed of Trust secures a promissory note or loan agreement ("Loan Agreement") in the original amount of \$70000.00. The current principal balance owing on the Loan Agreement is \$69132.00.

MODIFICATION. Grantor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows:

☒ **Principal Balance Increase.** The principal amount is increased to \$90000.00.

☐ **Interest Rate.** The interest rate is changed to:

☐ a fixed interest rate of _____%.(See Balloon Note Addendum Attached)

☒ a variable interest rate of 5.75%. The rate may change based on changes in the following index: Prime Rate. The interest rate on the loan is determined by adding a margin of 1.00 points to the index. The rate may change Twice a year [frequency], based on the index in effect as of _____. The rate will not be less than 6.00% nor more than 18.00%.

☐ **Payment Schedule.** The new payment schedule is \$567.00 monthly

☒ **Extension.** The maturity date is changed to 12/12/2029.

☐ **Assumption.** The following person(s) or entity(s), referred to below as the "Assuming Party," has assumed and is now liable for the indebtedness and obligations of Trustor under the Deed of Trust.

Name: _____
Address: _____

☐ **Other.** _____

☒ **Fee.** Borrower agrees to pay Credit Union a fee of \$ _____ in exchange for this modification. Borrower hereby authorizes Credit Union to deduct the fee from Borrower(s) share account with Credit Union, unless Borrower pays the fee separately to Credit Union upon signing this Modification Agreement.

CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Loan Agreement shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust and the Loan Agreement as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Agreement. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers, and endorsers to the Loan Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

DATED this 15 of September, 2010.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND GRANTOR AGREES TO ITS TERMS.

GRANTORS: Roy C and Susan L York

GRANTEE: CASCADE CENTRAL
CREDIT UNION

R Roy C York
S Susan L York

By: Lisa Hobbs
Title: Loan Officer

STATE OF Oregon)

) ss.

County of Hood River)

On this 15 day of Sept, 2010, before me, a Notary Public in and for said state, personally appeared Roy and Susan York, known to me to be the person who executed the Modification Agreement and acknowledged to me that they executed the same for the purposes

therein stated.



Lisa Hobbs
Notary Public for Oregon
My Commission Expires: May 8, 2011

STATE OF Oregon)

) ss.

County of Hood River)

On this 15th day of September before me personally appeared Lisa Hobbs, to me known to be the Loan Officer of Cascade Central Credit Union that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said credit union, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.



Sharlene Wilkins
Notary Public for Oregon
My Commission Expires: 1-29-2012

EXHIBIT 'A'

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Lot 1 of the DAVID VENES SHORT PLAT recorded in Book 3 of Short Plats, on Page 154, Skamania County Records, a Replat of Lot 1 of the Wayne Lanningham Short Plat as recorded in Book 1 of Short Plats on Page 74, Skamania County Records.