

WHEN RECORDED RETURN TO:

Unitus Community Credit Union
P.O. Box 1937
Portland, OR 97207-1937

MODIFICATION OF TRUST DEED

Borrower(s)/Trustor(s): BRIAN DUDLEY and SHEREE DUDLEY, Husband and Wife

Lender/Beneficiary: Unitus Community Credit Union

Legal Description: Lot 6 of block 4 of the plat of relocated North Bonneville, recorded in book "b" of plats, page 10, under Skamania County file number 83466. Also recorded in book "b" of plats, page 26, under Skamania County title no. 84429, records of Skamania County, Washington.

Assessor's Property Tax Parcel or Account No.: 02-07-19-4-4-0600-000

On or about June 24, 2006, Borrower(s) executed and delivered to Unitus Community Credit Union, as Lender/Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on July 3, 2006 at 11:26 AM in the records of SKAMANIA COUNTY, DOCUMENT NUMBER 2006162174 (the "Deed of Trust"). The Deed of Trust secures a Promissory Note (the "Note") in the original principal amount of \$100,000.00.

MODIFICATION. This Modification of Trust Deed (this "Modification") by and among Lender and Borrower(s) is entered into and effective as of October 7, 2011 (the "Modification Effective Date"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrowers and Lender hereby modify the Note and Deed of Trust as follows:

☒ **Extension.** The maturity date is extended to February 28, 2021.

☒ **Payment Schedule.** The payment schedule is revised as follows:

(a) Borrower(s) may skip payment due as of July 28, 2011, August 28, 2011 and September 28, 2011. Interest continues to accrue while payments are skipped. Borrower(s) acknowledge that this will increase the amount of interest paid on the loan.

(b) On February 28, 2021, Borrower(s) will repay any remaining amounts due.

☒ **Fee.** Borrower agrees to pay Credit Union a fee of \$25.00 in exchange for this modification. Borrower hereby authorizes Credit Union to add this amount to the loan balance upon signing this Modification of Trust Deed.

BANKRUPTCY DISCHARGE. Lender acknowledges that the personal liability of Brian Dudley and Sheree Dudley for the debt was discharged through a Chapter 7 bankruptcy case. This modification amends the terms of the Loan Agreement and Deed of Trust, in order to reflect an agreement of the parties regarding Lender's enforcement of its security interest under the Deed of Trust. This modification shall not be construed or interpreted as a reaffirmation

agreement or as an attempt by Lender to enforce the Loan Agreement as a personal liability of any party whose obligation was discharged through bankruptcy.

CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Note 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 Note as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers, and endorser to the Note, 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.

COSTS. Borrower shall pay all Lender's costs (including Lender's reasonable attorneys' fees) incurred in this transaction, including but not limited to such title insurance endorsements as Lender shall require in its sole discretion.

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

BORROWERS/TRUSTORS:

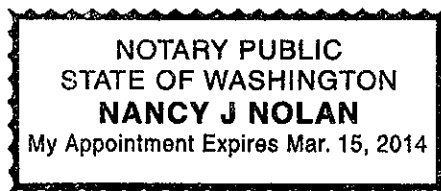
Brian Dudley 10/10/11
BRIAN DUDLEY DATE

Sherree D. Dudley 10/10/11
SHEREE DUDLEY DATE

STATE OF Washington
County of Clark) ss.

On this 10th day of October, 2011, before me, a Notary Public in and for said state, personally appeared Brian and Sherree Dudley, known to me to be the person who executed the Modification and acknowledged to me that they executed the same for the purposes therein stated. I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct

Nancy J. Nolan
Notary Public for Unitus Co.
My Commission Expires: 3/15/2014



GRANTEE: UNITUS COMMUNITY CREDIT UNION

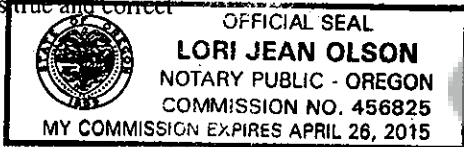
By: [Signature]

Title: Assistant Treasurer

STATE OF Oregon

County of Multnomah ss.

On this 17 day of Oct, 2011 before me personally appeared Rondal Wagner to me known to be the Assistant Treasurer of Unitus Community 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. I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.



[Signature]
Notary Public for
My Commission Expires 4-26-2015

Unofficial Copy