AFN #2012181617 Recorded 09/26/2012 at 01:54 PM DocType: MTGS Filed by: COLUMBIA GORGE TITLE Page: 1 of 4 Auditor Timothy O. Todd Skamania County, WA

Prepared by: Paulette Noyes Record and return by mail to: Home Equity Service Center 1 Mortgage Way PO Box 5449 Mount Laurel, NJ 08054 Mailstop DC Loan No: 7102360901

AMENDMENT TO AGREEMENT AND DEED OF TRUST

THIS AMENDMENT is made by and between Bank of America, N.A., successor by merger to Merrill Lynch Credit Corporation, whose street address is 1 Mortgage Way PO Box 5449, Mount Laurel, NJ 08054 ("Lender"), and Delbert Wilson, a married person and Jennifer St. Clair, a married person, husband and wife, who reside at 42Windcrest Road, Carson, WA 98610 ("Borrower"). 04-07-15-0-0-0500-00 See Attached Exhibit 'A'

WHEREAS, on June 24, 2008, Lender established a home equity line of credit account (the "Account") in the name of Mortgagor with a maximum line of credit available under the Account in the amount of \$100,000.00; and

WHEREAS, in order for the Account to be established, Borrower/Mortgagor executed certain documents, including, but not limited to, an Agreement/Promissory Note (the "Agreement") and a Deed to Secure Debt and Assignment of Rents (the "Deed of Trust"); and

WHEREAS, the Deed of Trust was recorded on July 24, 2008 as Document No. 2008170546 in the official records of Skamania County, State of Washington and encumbers the property described therein; and

WHEREAS, Mortgagor requests that Lender decrease the maximum line of credit available under the Account to \$40,000.00; and

WHEREAS, in order for Lender to decrease the maximum line of credit available under the Account to such amount, the Agreement and the Deed of Trust must be amended to reflect the decreased amount.

NOW THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- The Agreement and the Deed of Trust are hereby amended to reflect that the maximum line of credit available under the Account, and the maximum principal amount secured by the Deed of Trust, is now \$40,000.00.
- 2. Except as specifically modified hereby, the Agreement and the Deed of Trust are hereby ratified and confirmed in all respects and remain in full force and effect.

Page 1 of 3

AFN #2012181617 Page: 2 of 4

Loan No. 7102360901

IN WITNESS WHEREOF, Lender and Mortgagor have executed this Amendment as of the 21 day of **SepT** 2012.

> Bank of America, N.A., successor by merger to Merrill Lynch Credit Corporation, by

PHH Mortgage Corporation, Authorized Agent

By: Dani Potter, Assistant Vice President

Attest: Vladimir Azocar, Assistant Secretary

Delbert Wilson

AFN #2012181617 Page: 3 of 4

STATE OF NEW JERSEY COUNTY OF BURLINGTON

On September 5th, 2012, before me, <u>Cecilia Collins</u>, a <u>Notary Public</u> in and for said state, personally appeared <u>Dani Potter & Vladimir Azocar</u>, <u>Assistant Vice President & Assistant Secretary</u>, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.

CECILIA COLLINS
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES 10/21/2016

Notary's Signature: Name: Cecilia Collins

Notary Public, State of New Jersey

Commission No.:NA

My Commission Expires: October 21, 2016

STATE OF Washington COUNTY OF Kamania

CECILIA COLLINS
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES 10/21/2016

n 4/31/12 2012 before me, Jule A Andersen (Name of Notary)

____, a Notary Public in and

for said county, personally appeared <u>Delbert Wilson and Jennifer St. Clair</u>, 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Loan No. 7102360901

Notary's Signature

Notary Public, State of

Commission No.: 8333 My Commission Expires: 140

Page 3 of 3

AFN #2012181617 Page: 4 of 4

EXHIBIT 'A'

A parcel of property located in the East Half of the Southeast Quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 15; thence North 02°00'11" East along the East line of said Section 15 a distance of 536.23 feet; thence North 88°46'24" West 9.52 feet; thence North 61°51'45" West 23.06 feet; thence North 51°45'22" West 59.92 feet; thence North 40°31'45" West 61.40 feet; thence North 25°47'01" West 28.48 feet; thence North 52°14'50" West 23.61 feet; thence North 37°35'45" West 41.13 feet; thence North 23°38'35" West 95.10 feet; thence North 44°50'32" West 453.43 feet; thence North 38°37'53" East 185.79 feet; thence North 01°22'44" East 358.33 feet; thence North 27°24'37" West 75.14 feet; thence North 55°37'01" West 496.75 feet; thence North 56°24'41" West 50.97 feet; thence South 36°18'27" West 721.61 feet to the West line of said East Half of the Southeast Quarter of Section 15; thence South 01°13'26" West along said East line 55.00 feet to the Northwest corner of the Southeast Quarter of said Southeast Quarter of Section 15; thence South 88°46'06" East along the North line of said Southeast Quarter of the Southeast Quarter of Section 15 a distance of 98.52 feet, more or less, to the center of the Wind River; thence along the center of Wind River the following courses: South 46°27'52" East 137.32 feet; South 48°41'24" East 135.36 feet; South 52°55'49" East 255.72 feet; South $46^{\circ}00'32"$ East 384.52 feet; South $36^{\circ}51'50"$ East 243.07 feet; thence South $21^{\circ}17'29"$ East along the center of said Wind River 229.94 feet, more or less, to the North line of the South Half of the South Half of said Southeast Quarter of the Southeast Quarter of Section 15; thence South 88°40'43" East along said North line 78.05 feet, more or less, to the East bank of said Wind River; thence South 14°22'56" East along said East bank 189.17 feet; thence South 26°52'41" East along said East bank 55.80 feet; thence South 16°49'21" East along said East bank 80.81 feet; thence South 70°28'37" West along said East bank 13.45 feet; thence North 51°53'10" West along said East bank 36.77 feet; thence South 63°37'00" West along said East bank 32.25 feet; thence South 33°58'29" East along said East bank 31.35 feet, more or less, to the South line of said Southeast Quarter of the Southeast Quarter of Section 15; thence South 88°38'54" East along said South line 172.63 feet to the POINT OF BEGINNING.