AFN #2014000774 Recorded 05/15/2014 at 11:12 AM DocType: MODAG Filed by: BECU

Page: 1 of 10 Auditor Timothy O. Todd Skamania County, WA

After Recording Return To:
Boeing Employees' Credit Union
12770 Gateway Drive
Mail Stop 1052-2
Tukwila, WA 98168
0049925571

| [Space Above This Line For R | Recording Data] |
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CONSTRUCTION CONVERSION MODIFICATION AGREEMENT (Fixed Interest Rate)

TWO ORIGINAL MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this 1st day of May, 2014, between Boeing Employees' Credit Union ("Lender") and Kathryn A. Trabue and Dennis Lee Trabue ("Borrower"), Trustees of the Dennis J Tracbue and Kathryn A Trabue Revocable Trust of 2007, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing fixed interest rate Note (the "Fixed Rate Note") to Lender dated the 25th day of April, 2013, in the original principal sum of U.S. \$161,350.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Fixed Rate Note, as Insturment No. 2013000898 and recorded in the County Recorder's Office of Skamania County, Washington. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

31 Bruning Road Stevenson, Washington 98648

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED EXHIBIT "A"

TAX ACCOUNT NUMBER: 03072540090000

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Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Fixed Rate Note. Borrower and Lender have agreed to modify the terms of the Fixed Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Fixed Rate Note and Security Instrument):

1. <u>Current Loan Balance</u>. As of May 1, 2014, the amount payable under the Fixed Rate Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. \$161,350.00.

Interest, if any, has been paid through the date of this Agreement.

- 2. <u>Note Modification</u>. The terms and provisions of the interim construction financing stated in the Fixed Rate Note in Paragraphs 2 and 3, are amended and modified as follows:
 - (a) <u>Interest</u>. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of 4.250% This interest rate shall apply both before and after any default described in the Fixed Rate Note.
 - (b) <u>Payments</u>. Borrower promises to make monthly payments in the amount of U.S. \$806.18.

Borrower shall pay principal and interest by making a payment every month. Borrower shall make the monthly payment on the First (1st) day of each month beginning on May 1, 2014. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Fixed Rate Note. The monthly payments shall be applied as stated in the Fixed Rate Note.

If on May 1, 2043 (the "Maturity Date"), Borrower still owes amounts under the Fixed Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Fixed Rate Note or such other place as Lender may require.

(c) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and payment in full in the event of a sale or transfer of the property, that are stated in the Fixed Rate Note remain in full force and effect.

- (d) <u>Compliance with Covenants</u>. Borrower shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
- 3. <u>Amendments to the Security Instrument</u>. The terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows; those marked are applicable:
 - [](a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$______.
 - [](b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S.\$
 - [](c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than _______.
 - [](d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.
 - [](e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.
- 4. <u>Recordation</u>. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
- No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Fixed Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Fixed Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

| In Witness Whereof, Lender and Borrower have execute | ed this Agreement. |
|--|--|
| (Seal) | Kathryn A Trabul (Seal) 014 |
| -Lender | Kathryn A Trabue, Individually and as |
| | Trustee of the Dennis L. Trabue and |
| | Kathryn A Trabue Revocable Trust of |
| 1 / 1 | 2007 under trust tastrument dated |
| By: | 5/80/2007.1 2014/04/2 |
| Kimberly Knapp-Foltz | Dennis Lee Trabue, Individually and as |
| Mortgage Lending Manager | Trustee of the Dennis L. Trabue and |
| | Kathryn A Trabue Revocable Trust of |
| | 2007 under trust instrument dated |
| | |

5/30/2007.

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ORDER NO. S13-0113JS

EXHIBIT "A"

A tract of land in the Southeast Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of said Section 25; thence South 89°13'40" West, 1,557.33 feet; thence North 06°50' West 447.78 feet; thence North 26°33' West 383.6 feet; thence North 50°47' West 275 feet to the true point of the tract hereby described; thence South 15°40' West 207.5 feet; thence North 44°59' West along the bottom of a certain creek 85.28 feet; thence North 82°01' West along said Creek bottom 206.7 feet; thence North 36°28' West along said Creek bottom 119.8 feet; thence North 36°07' East 90.57 feet to the Southerly right of way of Bruning Road; thence in a Southeasterly direction following the Southerly line of said Bruning Road 345 feet more or less to the True Point of Beginning.

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Loan Origination Company NMLS Identifier: 490518 Loan Originator NMLS Unique Identifier: 168606

Loan No.: 185669

REVOCABLE TRUST BORROWER ACKNOWLEDGEMENT RIDER TO NOTE

THIS REVOCABLE TRUST BORROWER ACKNOWLEDGEMENT RIDER TO NOTE is made this 25th day of April, 2013, and incorporated into and shall be deemed to amend and supplement the Note of the same date given by the undersigned (the "Borrower") to Boeing Employees' Credit Union (the "Lender").

DEFINITIONS USED IN THIS RIDER

- (A) "Revocable Trust." The **Dennis L Trabue and Kathryn A Trabue Revocable Trust of 2007** Trust created under trust instrument dated , for the benefit of the Trust and its beneficiaries.
- (B) "Revocable Trust Trustees." Kathryn A Trabue and Dennis Lee Trabue trustee(s) of the Revocable Trust signing below.
- (C) "Revocable Trust Trustor(s)." the Revocable Trust signing below.

trustor(s), grantor(s) or settlor(s) of

- (D) "Note." The Promissory Note and any addendum thereto of the same date as this Rider given to secure the Security Agreement to the Lender of the same date and covering the Property (as defined below).
- (E) "Security Instrument." The Mortgage, Deed of Trust, or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at 31 Bruning Rd, Stevenson, WA 98648. [Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, the Revocable Trustee(s) acknowledge and agree as follows:

ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Note shall refer to the Revocable Trust Trustee(s), the Revocable Trust Trustor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Note, each covenant and agreement and undertaking of the "Borrower" in the Note shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Note.

Trustee of the

for the benefit of

under trust instrument dated

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Trustee of the

for the benefit of

under trust instrument dated

State of WOSNINGTM
County of Sumania

On this Jumb day of Jumb Jumb day of Jumb before me, the undersigned, a Notary Public in and for the State of Wa, duly commissioned and sworn, Kathryn A Trabue, Individually and as Trustee of the Dennis L Trabue and Kathryn A Trabue Revocable Trust of 2007 under trust instrument dated 12:00:00 AM personally appeared to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that signed and sealed the said instrument as free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

Dated: 4-24-14

STEPHANIE BRADFORD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES NOVEMBER 1, 2017

(Seal)

Signature of Officer
SHODONE Brodexa
Printed Name

Title of Officer

My Appointment Expires: NOW MORY 1 2017

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ACKNOWLEDGMENT

| State of Wasning M | |
|--------------------|--|
| County of Skamomia | |

On this dy'n day of April 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Dennis Lee Trabue, Individually and as Trustee of the Dennis L Trabue and Kathryn A Trabue Revocable Trust of 2007 under trust instrument dated 12:00:00 AM personally appeared to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that signed and sealed the said instrument as and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

Dated: 4-24-14

STEPHANIE BRADFORD **NOTARY PUBLIC** STATE OF WASHINGTON **COMMISSION EXPIRES NOVEMBER 1, 2017**

(Seal)

Title of Officer

My Appointment Expires: NUMENOEY \ 8017