

Skamania County, WA

Total: \$207.50 Pgs=5

LM

Request of: COLUMBIA GORGE TITLE- SKAMANIA

eRecorded by: Simplifile

2023-000090

01/18/2023 01:41 PM

After Recording Return To:

1st Security Bank of Washington
c/o DocProbe
1820 Swarthmore Avenue
P.O. Box 840
Lakewood, NJ 08701

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CCP Loan #: 5151991230

Modification Loan #: 5152366690

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this January 9, 2023, between Kenneth Werner and 1st Security Bank of Washington ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated March 10, 2022 and recorded under recording number 2022-000535, Skamania County WA and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 41 Atlas St, Carson WA 98610, the real property described being set forth as follows:

Parcel # 03-08-21-3-0-2001-00

See Attached

Abb: Lot 2 MAP MAN SP BLK3/Pg 412

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of January 9, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$245,400 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5%, from February 1, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$1,317.36, beginning on the 1st day of March 1, 2023 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5% will remain in effect until principal and interest are paid in full. If on February 1, 2053 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will 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

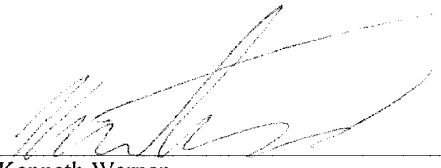
taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable-rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.


Kenneth Werner (Seal)

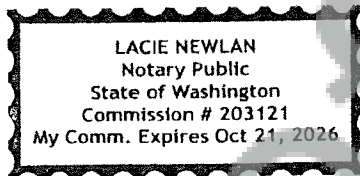
_____[Space Below This Line for Acknowledgments]_____

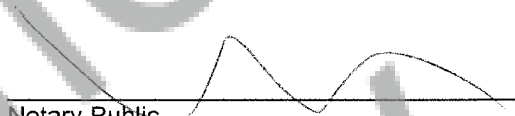
STATE OF Washington
COUNTY OF Klickitat

I certify that I have personally watched, Kenneth Werner, sign the name(s) typed on the signature line. I further certify that I have obtained sufficient identification to have knowledge that, in fact, the above signature(s) belong to the parties named.

Dated this 10th Day of January, 2023.

(SEAL)




Notary Public

Lacie Newlan
Printed Name

My Commission Expires: 10/21/26

1st Security Bank of Washington

By: Arving J. Fox
1ST Security Bank of Washington

1-10 2023
Date of Lender's Signature

EXHIBIT "A"

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

Lot 2 of the MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records.

TOGETHER THEREWITH the East 42.05 feet of Lot 1, of the MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records.

EXCEPTING THEREFROM the East 84.10 feet thereof.

FURTHER EXCEPTING THEREFROM that portion conveyed by Deed recorded as Auditor's File No. 2021001371, more particularly described as follows:

A strip of land being a portion of Lot 1 MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records, located in the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying North and West of the following described line:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 21, thence South 89° 48' 29" East, 30.00 feet, along the South line of the Northwest Quarter of the Southwest Quarter of said Section 21, to a 5/8" rebar with a red plastic cap inscribed "18731" being the Northwest corner of Lot 1 of MAP MAN Short Plat, and the Point of Beginning of this description; thence South 88° 01' 53" East, 207.16 feet, to a point on the East line of said Lot 1; thence North 00° 35' 33" East, 4.99 feet to the Northeast corner of said Lot 1, and the Terminus of this description.

ALSO EXCEPTING THEREFROM that portion conveyed by Deed recorded as Auditor's File No. 2021002314, more particularly described as follows:

A strip of land being a portion of Lot 2 and Lot 3 of MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records, located in the Southwest quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southwest corner of Lot 3 of the AMENDED JOHN SWEENEY Short Plat, recorded in Book 3 of Short Plats, Page 231 Skamania County Records; thence North 00° 35' 27" East, 4.69 feet to a point on the North line of the MAP MAN Short Plat; thence South 89° 24' 57" East, 199.93 feet, along the North line of said MAP MAN Short Plat, to a point on the East line of Lot 3 of the AMENDED JOHN SWEENEY Short Plat; thence South 00° 35' 27" West, 8.97 feet along the East line of Lot 3 of the AMENDED JOHN SWEENEY Short Plat, to the Southeast corner thereof; thence North 88° 11' 25" West, 199.98 feet, back to the Point of Beginning.

ALSO TOGETHER THEREWITH a tract of land being a portion of the Southwest Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1 of the MAP MAN Short Plat, recorded in Book 3 of Short Plats, Page 412, Skamania County Records; thence South 89° 24' 46" East, 330.10 feet along the South line of MAP MAN Short Plat; thence South 00° 35' 14" West, 7.63 feet to a point on the South line of that certain tract described in Quit Claim Deed, recorded June 28, 2021, in Auditor's File No. 2021002250; thence North 88° 12' 11" West, 330.17 feet, along said South line of Auditor's File No. 2021002250 to a point on the East right-of-way of

Metzger Road; thence North $00^{\circ} 35' 14''$ East, 0.66 feet along said East right-of-way line of Metzger Road, back to the Point of Beginning.

Unofficial
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