

Skamania County, WA
Total: \$308.50 Pgs=6
MODAG
Request of: CORNERSTONE HOME LENDING
eRecorded by: Simplifile

2024-001621
11/04/2024 07:59 AM

After Recording Return To:

CORNERSTONE HOME LENDING
C/O DocProbe
1133 Ocean Avenue
Mail stop code: DP7243
Lakewood, NJ 08701
ATTN:

Loan No.: 3740000382

Abbreviated Legal: PTN, SEC 33 T2N, RSE W.M.
Tax Account No.: 02-05-33-0-0-2905-00

[Space Above This Line For Recording Data]

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 25th day of October, 2024 between **CORNERSTONE HOME LENDING** ("Lender") and **SIMON KHOROLSKIY AND KSENIYA KHOROLSKIY** ("Borrower"), 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 29th day of July, 2023, in the original principal sum of U.S. \$663,000.00 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 and recorded in Book or Liber INST # 2023-001064, at pages N/A of the County Records [Name of Records] of **SKAMANIA, WASHINGTON** [County and State, or other Jurisdiction]. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

42 HOFFMAN RD, WASHOUGAL, WASHINGTON 98671
[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

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. Current Loan Balance. As of **October 25, 2024**, the amount payable under the Fixed Rate Note and Security Instrument, each as modified by this Agreement, (the "Unpaid Principal Balance") is U.S. **\$663,000.00**. Interest, if any, has been paid through the date of this Agreement.
2. Note Modification. 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) Interest. 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 **7.125%**. This interest rate shall apply both before and after any default described in the Fixed Rate Note.
 - (b) Payments. Borrower promises to make monthly payments in the amount of U.S. **\$4,466.75**. Borrower shall pay principal and interest by making a payment every month. Borrower shall make the monthly payment on the **FIRST** day of each month beginning on **November, 2024**. 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 **10/01/2054**, (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.
 - (d) 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.
 - (e) Compliance with Covenants. 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. Amendments to the Security Instrument. 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. \$.

[X](c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than 10/01/2054.

[X](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.

[X](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. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. 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 executed this Agreement.

**CORNERSTONE HOME LENDING, a division of
Cornerstone Capital Bank, SSB**

Name of Lender

 (Seal)
SIMON KHOROLSKIY -Borrower

 (Seal)
KSENIYA KHOROLSKIY -Borrower

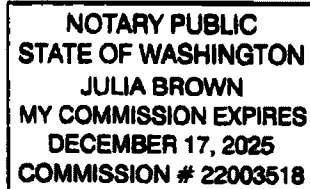
STATE OF WASHINGTON

County of SKAMANIA

Before me Julia Brown on this day personally appeared **SIMON KHOROLSKIY and KSENIYA KHOROLSKIY** known to me (or proved to me on the oath of or through HA Drivers Luna) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of October, 2024.

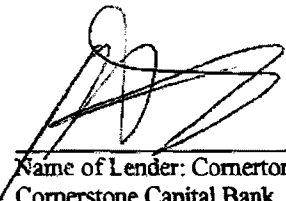
(Seal)



Julia Brown
Notary Public

My Commission Expires: December 17, 2025

CORNERSTONE HOME LENDING NMLS: 2258 SVETLANA VALERIEVNA TUPIKOVA NMLS: 195753


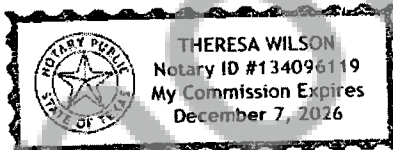


Name of Lender: Cornertone Home lending, a division of
Cornerstone Capital Bank, SSB
Signor: Pandy Burton
Title: Asst. Vice president

STATE OF Texas
COUNTY OF Harris

On October 29, 2024 before me, Theresa Wilson, Notary Public, personally appeared Pandy Burton of Cornerstone Home Lending, a division of Cornerstone Capital Bank, SSB who proved to me on the basis of satisfactory evidence to be the person(s) whos name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they are executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the intrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Given under my hand and seal of office this 29th day of October 2024



Notary Public, State of Texas
Name: Theresa Wilson
Notary ID: 134096119
My Comission Expires: 12/07/2026

EXHIBIT "A"

A parcel of property located in the Southeast Quarter of Section 33, Township 2 North, Range 5 East and the Northeast Quarter of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the Northeast corner of the South Half of the South Half of said Section 33,

Thence North $89^{\circ} 15' 55''$ West along the North line of said South Half of the South Half of Section 33 a distance of 2317.78 feet to the Northwest corner of that tract conveyed by deed to Jackie Hazel and Cole Tolleson (Tolleson tract) recorded under Auditor's File No. 2021001007, records of Skamania County.

THENCE South $01^{\circ} 17' 45''$ West along the West line of said tract 900.14 feet to the True Point of Beginning;

Thence South $88^{\circ} 42' 15''$ East 118.08 feet;

Thence South $01^{\circ} 17' 45''$ West 350.82 feet;

Thence South $88^{\circ} 42' 15''$ East 410.74 feet to a point on the East line of said Tolleson tract, said point being on a non-tangent 348.31 foot radius curve to the left the radial bearing of which is South $85^{\circ} 39' 38''$ East at said point;

Thence along said East line and around said 348.31 foot radius curve to the left 18.17 feet;

Thence South $01^{\circ} 20' 44''$ West along said East line 387.31 feet to the Southeast corner of said tract;

Thence South $88^{\circ} 38' 43''$ West along the South line of said tract 528.56 feet to the Southwest corner of said tract;

Thence North $01^{\circ} 17' 45''$ East along the West line of said tract 780.74 feet to the True Point of Beginning.