

112709

RECORDATION REQUESTED BY:

SEATTLE-FIRST NATIONAL BANK
805 BROADWAY
P.O. BOX 750
VANCOUVER, WA 98666

WHEN RECORDED MAIL TO:

SEATTLE-FIRST NATIONAL BANK
805 BROADWAY
P.O. BOX 750
VANCOUVER, WA 98666

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SKAMANIA CO. WASH
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JAN 8 11 30 AM '92

P. Lowry
AUDITOR
GARY M. OLSON

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1 SEAFIRST BANK

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 3, 1992, BETWEEN CARSON HOT MINERAL SPRINGS, INC. (referred to below as "Grantor"), whose address is P. O. BOX 409, STEVENSON, WA 98610; and SEATTLE-FIRST NATIONAL BANK (referred to below as "Lender"), whose address is 805 BROADWAY, P.O. BOX 750, VANCOUVER, WA 98666.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated April 4, 1989 (the "Deed of Trust") recorded in SKAMANIA County, State of Washington as follows:

RECORDING NUMBER 106828 IN BOOK 113 AT PAGE(S) 501 THROUGH 503.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

THIS DEED OF TRUST NOW SECURES THREE LOANS. ONE LOAN DATED APRIL 4, 1989 IN THE ORIGINAL AMOUNT OF \$200,000.00. ONE LOAN DATED MAY 14, 1991 IN THE AMOUNT OF \$108,610.00. ONE LOAN DATED JANUARY 3, 1992 IN THE ORIGINAL AMOUNT OF \$120,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust 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 as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers 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. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CARSON HOT MINERAL SPRINGS, INC.

By: R. M. Hegewald
R. M. HEGEWALD, PRESIDENT

LENDER:

SEATTLE-FIRST NATIONAL BANK

By: Jay Moen
Authorized Officer Jay Moen

2-7-21-200

MODIFICATION OF DEED OF TRUST
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF WashingtonCOUNTY OF Clark

On this 3rd day of January, 1992, before me, the undersigned Notary Public, personally appeared R. M. HEGWALD, PRESIDENT of CARSON HOT MINERAL SPRINGS, INC., and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Jeanette BurckhardResiding at VancouverNotary Public in and for the State of WashingtonMy commission expires May 26, 1993

LENDER ACKNOWLEDGMENT

STATE OF WashingtonCOUNTY OF Clark

On this 3rd day of January, 1992, before me, the undersigned Notary Public, personally appeared Say Moen, Asst. Vice President, and personally known to me or proved to me on the basis of satisfactory evidence to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Jeanette BurckhardResiding at VancouverNotary Public in and for the State of WashingtonMy commission expires May 26, 1993