

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

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Dec 10 11 31 AM '93

P. Olsson
AUDITOR
GARY M. OLSON

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

118175

1 SEAFIRST BANK

BOOK 140 PAGE 101

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 23, 1993, BETWEEN COCHRAN INVESTMENT CO. and NORTHWEST AUTO PARTS CO., WITH TITLE VESTED AS FOLLOWS: NORTHWEST AUTO PARTS CO., AN OREGON CORPORATION AND COCHRAN INVESTMENTS, AN OREGON GENERAL PARTNERSHIP (referred to below as "Grantor"), whose address is 1116-15TH, LONGVIEW, WA 98632; 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 September 11, 1984 (the "Deed of Trust") recorded in SKAMANIA County, State of Washington as follows:

RECORDED 11-15-94 AT THE OFFICE OF Skamania COUNTY AUDITOR, STATE OF Washington, AS INSTRUMENT # 44297, BOOK 60 PAGE 9/12/97

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

IN REFERENCE TO NOTE #1: PRINCIPAL AND INTEREST ARE PAYABLE AS FOLLOWS: PAYMENTS IN THE AMOUNT OF \$5,375.83 INCLUDING PRINCIPAL AND INTEREST ACCRUED THROUGH THE PAYMENT DUE DATE SHALL BE PAYABLE MONTHLY, COMMENCING DECEMBER 10, 1993 AND ON THE SAME DAY OF EACH MONTH THEREAFTER, UNTIL NOVEMBER 10, 1996 WHEN THE ENTIRE UNPAID BALANCE OF PRINCIPAL AND ACCRUED INTEREST SHALL BE DUE AND PAYABLE IN FULL.

IN REFERENCE TO NOTE #2: PRINCIPAL AND INTEREST ARE PAYABLE AS FOLLOWS: PAYMENTS IN THE AMOUNT OF \$2,586.81 INCLUDING PRINCIPAL AND INTEREST ACCRUED THROUGH THE PAYMENT DUE DATE SHALL BE PAYABLE MONTHLY, COMMENCING DECEMBER 10, 1993 AND ON THE SAME DAY OF EACH MONTH THEREAFTER, UNTIL APRIL 10, 1997 WHEN THE ENTIRE UNPAID BALANCE OF PRINCIPAL AND ACCRUED INTEREST SHALL BE DUE AND PAYABLE IN FULL.

GRANTOR AGREES TO OBTAIN ALL INSURANCE REQUIRED FROM TIME TO TIME BY BENEFICIARY, INCLUDING FLOOD INSURANCE. IF GRANTOR FAILS TO MAINTAIN SUCH INSURANCE SATISFACTORY TO THE BENEFICIARY, BENEFICIARY MAY MAKE THE PAYMENT ON BEHALF OF THE GRANTOR AND ANY SUMS EXPENDED SHALL BE ADDED TO PRINCIPAL AND BEAR INTEREST AT THE RATE PROVIDED IN THE NOTE.

THE LATE CHARGE ON THE NOTE SUPERCEDES THE LATE CHARGE ON THE DEED OF TRUST.

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 require no further action by Lender in writing. Any maker or endorser, including accommodation parties, 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:

By: *John W. Cochran*

JOHN W. COCHRAN, TESTAMENTARY TRUST, GENERAL PARTNER, BY: JOHN W. COCHRAN, TRUSTEE, COCHRAN INVESTMENT CO.

By: *John W. Cochran*

JOHN W. COCHRAN, PRESIDENT/SECRETARY, NORTHWEST AUTO PARTS CO.

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MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

SEATTLE-FIRST NATIONAL BANK

By James W. Williams, President
Authorized Officer

BOOK 140 PAGE 102

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Clark

On this 26th day of November, 1993, before me, the undersigned Notary Public, personally appeared COCHRAN INVESTMENT CO, BY: RAY COCHRAN TESTAMENTARY TRUST, GENERAL PARTNER, BY: JAMES W COCHRAN, and personally known to me or proved to me on the basis of satisfactory evidence to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of its partners or partnership Agreement, 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 partnership.

By Jeanette Burckhard
JEANETTE BURCKHARD
Notary Public in and for the State of Washington Residing at Vancouver
My commission expires 05/26/97

CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Clark

On this 26th day of November, 1993, before me, the undersigned Notary Public, personally appeared COCHRAN, PRESIDENT/SECRETARY of NORTHWEST AUTOPARTS CO, 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 Burckhard
JEANETTE BURCKHARD
Notary Public in and for the State of Washington Residing at Vancouver
My commission expires 05/26/97

LENDER ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Clark

On this 26th day of November, 1993, before me, the undersigned Notary Public, personally appeared James W. Williams, 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 whole and foregoing instrument and acknowledged for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed the same on behalf of said Lender.

By Jeanette Burckhard
JEANETTE BURCKHARD
Notary Public in and for the State of Washington Residing at Vancouver
My commission expires 05/26/97