

ACCOUNT: 03-19001420 C15 NO. 00223933

Amendment To original CONTRACT

Secured Promissory Installment 119647 Note With Interest Added

(Uniform Commercial Code Art. 3 et. seq., Civil Code Sects.,
1671 et. seq., Civil Code Sect. 2954.4(a) et. seq.)

PLACE OF DELIVERY

County of SKAmania, State of Wash.
\$ 20,000.00 Dollars, JUNE 6, 1994
(Amount Borrowed)

AGREEMENT

FOR VALUE RECEIVED, I (we), the undersigned Borrower(s), (jointly and severally),
promise to PAY TO THE ORDER OF Robert K. & CLAUDIA L. BEERE, payee/
lender(s), ("Lender") at its office at 23 Marly RD
at the times specified below, the sum of 20,000.00 dollars, (the "Principal"),
together with interest thereon at the rate of 10.9% percent per annum (computed on
the basis of a 360-day year).

THE PRINCIPAL AND THE AGGREGATE OF THE INTEREST thereon shall each be
payable in 220 equal successive installments in the aggregate amount of
196.26 Dollars (\$ 196.26) each. The first such installment shall be
paid on the 1 day of JULY, 1994 and subsequent install-
ments shall be paid on the same day of each succeeding calendar ☐ week, ☒ month,
☐ year, until all such payments have been made. THIS PAYMENT TO BE
ADDED TO original payment of 144.75 for FINAL PAYMENT of
LATE CHARGES 341.01

BORROWER AGREES that in the event that any of the installment payments provided
for herein is ☐ late, ☐ in default, or ☐ unpaid for at least 10 days, it would be
impracticable or extremely difficult to fix the actual damages resulting to the Lender.
Therefore, Borrower agrees to pay to the Lender the sum of \$ 20.00 upon any such de-
fault, as liquidated damages and not as a penalty, to compensate the Lender for the ex-
penses of administering the default. Only one such late charge shall be collected on any
installment regardless of the period during which it remains in default. The aggregate of
the late charges collected in connection with this loan, or any renewal thereof, shall not
exceed Ten percent (10 %) of the balance owed.

ACCELERATION

THE HOLDER of this Note may, at its option, accelerate the maturity of all installments
to become due hereunder upon the occurrence of any of the following events affecting any

For _____
Dated _____
Signed _____
Noted _____

of the parties to this Note, either maker, endorser, surety, or guarantor, by making an entry to that effect on its records, in which event the unpaid balance of this Note (being the total of the monthly installments unpaid at the time together with any fines which have been charged and remain unpaid) shall become immediately due and payable without demand or notice:

- a. Failure to make any installment payment as it falls due;
- b. Insolvency or commission of any act of insolvency;
- c. Filing of a petition in bankruptcy, either voluntary or involuntary;
- d. Institution of any proceeding under any bankruptcy or insolvency laws relating to the relief of debtors;
- e. Entry of judgement;
- f. Appointment of a receiver;
- g. Issuance of a writ of attachment, order of garnishment, order or subpoena in supplementary proceedings, execution or other similar process;
- h. Death of _____, (Borrower or any party); or,
- i. Assignment, mortgage, or pledge of accounts receivable or other property without the written consent of the holder thereof.

THE HOLDER of this Note may, at its option, accelerate the maturity of all installments to become due hereunder at any time it considers the security for the loan underlying this Note to be unsatisfactory or insufficient and the Borrower does not, on demand, furnish such further collateral or make such payment on account as is satisfactory to the holder.

THE HOLDER of this Note may, at its option, accelerate the maturity of all installments to become due hereunder if at any time in the sole opinion of the holder, the financial responsibility of the Borrower(s) becomes impaired or unsatisfactory to the holder.

DISPOSITION OF COLLATERAL ON DEFAULT

THE COLLATERAL now or hereafter delivered to the Lender shall be deemed to be security for the payment of this Note (and any other liabilities of the undersigned to the Lender) and in case of default in payment of this Note, (or any other notes of the undersigned, either as maker, co-maker or endorser, held by the Lender), or in case that collateral should experience a decline in value or for any reason become unsatisfactory to the Lender, full power and authority is hereby given to the Lender, in addition to other rights, to **SELL, ASSIGN, AND DELIVER** the whole or any part of that collateral security property at public or private sale, **WITHOUT DEMAND, ADVERTISEMENT OR NOTICE TO THE UNDERSIGNED**, which are hereby expressly waived and released. At any such sale, the Lender may purchase any or all of the property sold free from any claim or right of redemption of the undersigned, which are hereby **WAIVED AND RELEASED** except as provided by law.

COLLECTION COSTS AND ATTORNEYS' FEES

BORROWER AGREES to pay the actual expenditures in any attempt to collect the amount due, including the cost of retaking, keeping, and storing any collateral security property or any articles specified in any agreements, chattel mortgages, or conditional sale agreements given as collateral security or otherwise for this Note.

BORROWER AGREES that if any legal action is necessary to enforce or collect this Note or any other obligations for non-payment at maturity, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be applicable to the entire Note.

GRACE PERIOD FOR PAYMENT

NO EXTENSION of time for payment of all or any part of the amount owing hereon at any time or times shall affect the liability of any of the Borrower, or any surety, guarantor, or endorser of this Note. The Borrower and all sureties, guarantors, endorsers, hereby severally waive demand and presentment for payment, notice of non-payment, notice of protest, and protest of this Note.

WAIVER OF TRIAL BY JURY

EACH PARTY hereto, including the Borrower and any endorser, surety, or guarantor, waives and will waive all right to trial by jury in any action or proceeding instituted in respect to this Note.

SECURITY OR COLLATERAL

This Note is secured by the following:

1. SEE ORIGINAL CONTRACT
2. _____
3. _____
4. _____
5. _____

FILED FOR RECORD
SKAMMAGO WASH
BY Robert Beebe
JUN 7 1 43 PM '94

Signed on this _____ day of _____, 19____

P. Young
AUDITOR
GARY M. OLSON

Dennis D. McNeill

(Typed Name of Borrower)

Steve E. McNeill

Robert K. Beebe

(Signature of Lender)

(Typed Name of Lender)

Claudia K. Beebe

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Century's Form No. 1022 - Secured Promissory Note With Interest Added (Rev. 9/92)