

AFTER RECORDING RETURN TO:

Commercial Loan Services
Key Bank of Washington
P.O. Box 1594
Tacoma, WA 98401-1594

**MODIFICATION AND
EXTENSION OF PROMISSORY NOTE/DEED OF TRUST**
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BORROWER Steven J. Maier Diane K. Maier	GRANTOR FOR RECORD SKAMANIA CO. WASH BY <i>Key Bank of Wash</i> DEC 3 11 40 AM '96 <i>Gary M. Olson</i> ADDRESS: AUDITOR GARY M. OLSON
ADDRESS 121 Scenic Heights Road Underwood, WA 98651	121 Scenic Heights Road Underwood, WA 98651
BENEFICIARY: KEY BANK OF WASHINGTON Commercial Loan Services P.O. Box 1594 Tacoma, WA 98401-1594	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 26TH day of NOVEMBER, 1996, is executed by and between the parties indicated and Lender, the Beneficiary under the Deed of Trust.

A. On DECEMBER 7, 1995, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FORTY THOUSAND FOUR HUNDRED THIRTY-FOUR AND NO/100 Dollars (\$ 40,434.00), which Note was secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded in Book 154 at Page 123 on DECEMBER 11, 1995 in the Auditor's Office Skamania, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. **TERMS OF REPAYMENT.**

☒ The maturity date of the Note is extended to MARCH 26, 1997, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of NOVEMBER 26, 1996, the unpaid principal balance due under the Note was \$ 80,000.00 and the accrued and unpaid interest on that date was \$ n/a. The new repayment terms are as follows:
ON DEMAND, BUT IF NO DEMAND IS MADE, THEN INTEREST ONLY PAYMENTS BEGINNING DECEMBER 26, 1996 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAFTER. A FINAL PAYMENT OF THE UNPAID PRINCIPAL BALANCE PLUS ACCRUED INTEREST IS DUE AND PAYABLE ON MARCH 26, 1997.

2. **ADDITIONAL MODIFICATIONS.**

☐ The Deed of Trust and Note are further modified as follows:

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filmed ☒
Mailed ☐

C. **Additional Representations, Warranties and Agreements.**

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

Lot 9 of Scenic Heights No. 1, according to the official plat thereof, on file and of record at Page 133 of Book A of Plats, in the County of Skamania, State of Washington.
All of grantor's rights under the Real Estate Contract, including the terms and provisions thereof, between U.L. Upson and Theda Upson, husband and wife, as sellers, and Steven J. Maier and Diane K. Maier, husband and wife, as purchasers, dated March 1, 1993, recorded March 29, 1993, in Book 134, Page 306, in Auditor's File No. 114880, Skamania County Deed Records. Exise Tax Receipt No. 15683.

Address of Real Property: **121 Scenic Heights Road
Underwood, WA 98651**

SCHEDULE B

GRANTOR: Steven J. Maier

Steven J. Maier

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: Steven J. Maier

Steven J. Maier

BORROWER:

BORROWER:

BORROWER:

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GRANTOR: Diane K. Maier

Diane K. Maier

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: Diane K. Maier

Diane K. Maier

BORROWER:

BORROWER:

BORROWER:

LENDER: KEY BANK OF WASHINGTON
Commercial Loan Services

By: Carl Stans
Relationship Manager

State of Washington
County of Klickitat

I certify that I know or have satisfactory evidence that Steven J. Maier and Diane K. Maier

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/27/96

Notary Public (Print Name):

Title

My Appointment Expires:

State of Washington

County of

I certify that I know or have satisfactory evidence that

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public (Print Name):

Title

My Appointment Expires:

State of Washington

County of

I certify that I know or have satisfactory evidence that

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute this instrument and acknowledged it as the of

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Notary Public (Print Name):

Title

My Appointment Expires:

(Seal or Stamp)

State of Washington

County of

I certify that I know or have satisfactory evidence that

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute this instrument and acknowledged it as the of

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Notary Public (Print Name):

Title

My Appointment Expires:

(Seal or Stamp)