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Olson
AUDITOR
GARY H. OLSON

RETURN ADDRESS:

U. S. BANK
Commercial Real Estate Division
Loan Administration
1301 Fifth Avenue, 20th Floor
P.O. Box 720
Seattle, WA 98111-0720
Attention: L.A. McGreal

5672 20449

**AMENDMENT TO PROMISSORY NOTE
AND
DEED OF TRUST**

Reference #:

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Grantor/Borrower:

1) VINE STREET INVESTORS, a Washington
general partnership

Grantee/Assignee/Beneficiary:

U. S. BANK OF WASHINGTON, National Association,
Now known as U.S. BANK NATIONAL
ASSOCIATION, a National banking association

Legal Description:
Additional on pg.

Lots 22,23& 24,Block 7, Town of Stevemson Book A
of Plats page 11 in the county of Skamania.

Assessor's Tax Parcel ID#:

02-07-01-1-1-4000-00 & 02-07-01-1-1-4190-00

Dated: November 1, 1996

For valuable consideration, the parties signing below agree as follows:

1. The Loan.

(a) U.S. BANK NATIONAL ASSOCIATION, National banking
association ("Lender") has extended credit to VINE STREET INVESTORS, a Washington
general partnership ("Borrower") pursuant to the terms of a promissory note dated
November 1, 1996 in the original principal amount of \$520,000.00 (as amended from time to
time, the "Note").

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(b) Repayment of the Note is secured by a deed of trust executed by Borrower as Grantor in favor of Lender as beneficiary, dated November 1, 1996, recorded in Book 161 pages 3, 4, 5, 6, 7 and 8, records of Skamania County, (as amended from time to time, the "Deed of Trust"), covering the real property described on attached Exhibit A. The Note may also be secured as set forth in other documents executed by Borrower.

1. Amendments to Note and Deed of Trust. The Note and Deed of Trust are hereby amended to provide as follows:

(a) The maturity date of the Note is hereby changed to October 1, 2012, at which time the then-outstanding balance of principal and interest of the Note is due and payable in full.

2. Amendments to Note. The Note is hereby amended by adding thereto the following:

(a) The interest rate on the Note is hereby changed to a fixed rate for 5 years of the Term Loan at 2.75% per annum in excess of the Index described hereunder 15 days prior to closing the Term Loan.

On the fifth and tenth anniversaries of the Term Loan ("Interest Change Dates") the interest rate on the Note shall be adjusted to a per annum interest rate (rounded to the nearest one-eighth of one percent) of 2.75% per annum in excess of the Index. The Index is the mean average of the four most recent weekly average yields on U.S. Government Securities Treasury Constant Maturities of 5 years, as reported in the most currently available Federal Reserve System H-15 Reports, 15 days prior to each Interest Change Date. If the above described Index is no longer available, Lender will choose a new index which is based on comparable information.

(b) The payment will be in consecutive monthly payments with a balloon payment due on the maturity date of the Note. The amount of the monthly payments will be based on the Amortization of 25 years. If the Interest Rate is adjusted during the term of the Loan, the payments will be recalculated so as to continue the rate of amortization established by the initial payment.

(c) Late Charges. Commercial loans not secured by single-family owner occupied dwellings) If a payment is 15 days or more past due, Borrower promises to pay a late charge of 5% of the delinquent payment amount.

3. Costs and Fees.

(a) Prior to or contemporaneously with execution of this Agreement, Borrower shall pay to Lender a fee of \$5,200.00.

(b) Borrower shall pay to Lender on demand all costs incurred by Lender in connection with this Agreement, including without limitation recording fees, costs of title insurance endorsements required by Bank and attorney fees.

4. Agreement Enforceable; Release.

(a) Each Borrower hereby acknowledges and agrees to all terms and conditions of this Agreement, reaffirms the representations and warranties in each of the documents and instruments identified or referred to here or executed in connection with any indebtedness or obligations of Borrower to Lender (collectively, "Documents") and acknowledges that except as amended previously or herein, each such Document is and shall remain valid and enforceable in accordance with its terms.

(b) Borrower agrees that Borrower has no defenses, setoffs, counterclaims, or claims for recoupment against the indebtedness and obligations represented by the Note, Deed of Trust or any other Document.

(c) Borrower hereby releases, acquits and forever discharges Lender, its affiliates, employees, successors, agents, assigns, representatives, attorneys, and each of them (collectively, "Lender's Agents"), of and from any and all liability, claims, demands, damages, causes of actions, defenses, counterclaims, setoffs or claims for recoupment of whatsoever nature, whether known or unknown, whether based upon contract, tort, statute or regulation, arising directly or indirectly from, or in any way related to the relationship between Borrower and Lender or Lender's Agents.

5. Attorney Fees. In any action to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as the court may determine reasonable as attorney fees, including such fees in any appellate proceeding, proceeding under the bankruptcy code or receivership, in addition to all other sums provided by law.

6. References to Parties. If there is more than one Borrower, all references to Borrower shall mean any one or more of them.

7. Disclosures. By Washington statute, the

Borrower acknowledges that oral agreements or oral commitments to loan money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington Law. This Agreement must be executed by all parties to be valid.

Agreement. Borrower acknowledges receipt of a completed copy of this

BORROWER:

VINE STREET INVESTORS, a Washington general partnership

By: J. Brent McKinley

J. BRENT MCKINLEY
Title: PRESIDENT

LENDER:

U.S. BANK NATIONAL ASSOCIATION, a National banking association

By: Laura A. McGehee

Title: Loan Administration Officer

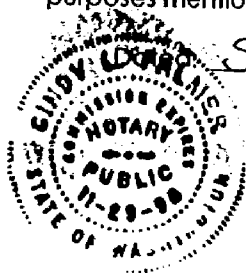
GARANTORS:

J. Brent McKinley
J. BRENT MCKINLEY

Connie K. McKinley
CONNIE K. MCKINLEY

STATE OF WASHINGTON)
County Snohomish) ss.

I CERTIFY, that I know or have satisfactory evidence that J. Brent McKinley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath that he was authorized to execute the instrument, and acknowledged it as the General Partner of VINE STREET INVESTORS, a Washington General Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



September 15, 1997.

Cindy L. Palmer

Cindy L. Palmer

Notary Public in and for the State of Washington.

Residing at: Lake Stevens

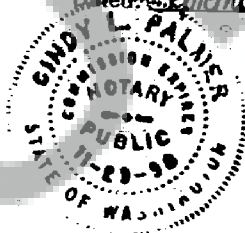
My commission expires: 11/29/98

STATE OF Washington)
County of Snohomish) ss.

INDIVIDUAL

I certify that I know or have satisfactory evidence that J. BRENT MCKINLEY AND CONNIE K. MCKINLEY are the people who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 15, 1997



Before me:

Printed Name: Cindy L. Palmer

Notary Public for in and for the state of

Washington, residing at Lake Stevens

My commission expires 11/29/98

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STATE OF WASHINGTON)
County King) ss.

THIS IS TO CERTIFY that I know or have satisfactory evidence that Laura A. McGreal is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Loan Admin. Officer of U.S. BANK; to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

WITNESS my hand and seal this 18th day of September, 1997

L. B. DAY
STATE OF WASHINGTON
NOTARY -- PUBLIC
Commission Expires 3-26-98

Before me:

L. B. Day
Printed Name: L. B. Day
Notary Public for in and for the state of
Washington, residing at
Seattle
My commission expires: 3-26-98