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Commercial Loan Services
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BOOK 172 PAGE 376

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SKAMANIA COUNTY, WASH
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D. Lawry
AUDITOR
GARY H. OLSON

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): OTTIS D. HOLWEGNER
SYLVIA L. HOLWEGNER

GRANTEE (Lender): KeyBank National Association
Commercial Loan Services
P.O. Box 1594
Tacoma, WA 98401-1594

LEGAL DESCRIPTION: SW 1/4 OF THE NE 1/4 OF SECTION 20, TWP 3 N, R 8, EAST OF THE
WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF
WASHINGTON. *Page 2 of 3 Schedule A*

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 03 08 20 3 1 0601 00

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 118482-2009501

BORROWER
OTTIS D. HOLWEGNER
SYLVIA L. HOLWEGNER

ADDRESS
P.O. BOX 147
CARSON, WA 98610

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 30TH day of DECEMBER, 1997, is executed by and between the parties indicated and Lender, the Beneficiary under the Deed of Trust.

A. On MARCH 4, 1993, 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 AND NO/100

Dollars (\$ 40,000.00), 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 134 at Page 223 on MARCH 22, 1993 in the Auditor's Office of SKAMANIA, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

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

1. TERMS OF REPAYMENT.

☒ The maturity date of the Note is extended to DECEMBER 30, 1998, 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 DECEMBER 30, 1997, the unpaid principal balance due under the Note was \$ 40,000.00 and the accrued and unpaid interest on that date was \$ n/a. The new repayment terms are as follows.

INTEREST ONLY PAYMENT BEGINNING FEBRUARY 1, 1998 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAFTER. A FINAL PAYMENT OF THE UNPAID PRINCIPAL BALANCE PLUS ACCRUED INTEREST IS DUE AND PAYABLE ON DECEMBER 30, 1998.

2. ADDITIONAL MODIFICATIONS.

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

THE AMOUNT OF THIS NOTE IS INCREASED TO \$65,000.00. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

JRH
10 D. H

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

A TRACT OF LAND LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TWP 3 N, R 9, EAST OF THE HILLARITE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. BEGINNING AT A POINT 122 RODS SOUTH OF THE NE CORNER OF THE NW 1/4 OF THE NE 1/4, OF THE SAID SECTION 20, THENCE SOUTH 204 FEET; THENCE WEST 534 FEET; THENCE NORTH 204 FEET; THENCE EAST 534 FEET TO THE POINT OF BEGINNING.

Address of Real Property: .05 WINDRIVER HWY.
CARSON, WA 98610

SCHEDULE B

GRANTOR: OTTIS D. HOLMEGNER

Ottis D. Holmegner
OTTIS D. HOLMEGNER

GRANTOR: SYLVIA L. HOLMEGNER

Sylvia L. Holmegner
SYLVIA L. HOLMEGNER

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: OTTIS D. HOLWEGNER

Ottis D. Holwegner
OTTIS D. HOLWEGNER

BORROWER: SYLVIA L. HOLWEGNER

Sylvia L. Holwegner
SYLVIA L. HOLWEGNER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: KeyBank National Association
Commercial Loan Services

By: *Carol D. Lane*

State of Washington
County of: Klickitat

I certify that I know or have satisfactory evidence that *Ottis D. Holwegner* and *Sylvia L. Holwegner* 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:



OFFICIAL SEAL
NADENE CARR
Notary Public - State of Washington
My Commission Expires 3-31-00

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:

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:

(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 and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

(Seal or Stamp)

UP-WA551 © John H. Harland Co. (1/7/97) (800) 937-3799

Notary Public (Print Name):

Title

My Appointment Expires: