

RETURN ADDRESS:

Cascade Title Company of Clark County
1498 SE Tech Center Place #180
Vancouver, WA 98683

Please print or type information

Document Title(s) (or transactions contained therein):

1. Amendment to Security Instrument and Fixture Filing
- 2.
- 3.
- 4.

Reference Number(s) of Documents:
Clark County Recording Number 3874826

Grantor(s) (Last name first, then first name and initials)

1. Pacific Lifestyle Homes Inc., a Washington corporation
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Washington Mutual
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Lot 7 of Maple View Acres

☐ Additional legal on page _____ of document.

Assessor's Property Tax Parcel/Account Number
01-05-06-1-0-1506-00

☐ Additional on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



AFTER RECORDING RETURN TO:

Washington Mutual
555 Dividend Drive, Suite 150
Mail Stop 3545RXTX
Coppell, TX 75019
Attention: HBF Closing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT TO SECURITY
INSTRUMENT AND FIXTURE FILING
(SPREADER AMENDMENT)**

Loan No. 1801000012-007

THIS AMENDMENT, is made this 7th day of October, 2004, by PACIFIC LIFESTYLE HOMES, INC., a Washington corporation (individually and collectively, if more than one, ("Borrower") for the benefit of WASHINGTON MUTUAL BANK, a Washington corporation ("Lender").

This Amendment is made with reference to, and amends, that certain mortgage, security deed, deed of trust, deed to secure debt, trust deed, line of credit instrument, trust indenture or similar security instrument (as applicable, the "Security Instrument") from Borrower as Grantor, Trustor or Mortgagor, to Cascade Title Company of Clark County, Inc., as Trustee (not applicable if the Security Instrument is a Mortgage or Security Deed), for the benefit of Lender, as Beneficiary or Mortgagee. The Security Instrument is dated August 26th, 2004 and recorded August 27, 2004, Recording Number 3874826, records of Clark County, State of Washington.

The Security Instrument presently encumbers the real property described therein and in any previous spreader amendments thereto with the exception of any portion thereof that may have been released or reconveyed of record prior to the date of this Amendment (collectively the "Existing Collateral").

The parties now wish to amend the Security Instrument and the collateral description contained therein in order to spread the lien of the Security Instrument to certain additional collateral, as more particularly set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Security Instrument is amended as follows:

1. Additional Grant. To secure payment and performance of a promissory note from PACIFIC LIFESTYLE HOMES, INC., a Washington corporation, dated July 30, 2004 (the "Note") and any Construction Loan Agreement (the "Loan Agreement") entered into in connection with the Note and all other obligations secured by the Security Instrument, Borrower hereby unconditionally and irrevocably grants, bargains, sells and conveys to the Trustee in trust, with power of sale and right of entry and possession (if the Security Instrument is a trust deed, deed of trust or trust indenture) and mortgages to Lender (if the Security Instrument is a mortgage), and grants, bargains, sells and conveys to Lender, with power of sale and right of entry and possession (if the Security Instrument is a security deed), all of the following:

(a) The real property in Clark County, Washington, described on attached Exhibit A (the "Additional Real Property Collateral").

(b) The following items insofar as they pertain to the Additional Real Property Collateral: all interest therein which Grantor may hereafter acquire, the easements, rights and appurtenances thereof and the income, rents and profits therefrom; together with all of Borrower's right, title and interest in and to all of the following types of property:

(i) All plumbing, water heating, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances, cabinets and fixtures now or hereafter installed in or used in connection with the Additional Real Property Collateral or acquired for installation in or use in connection with the Additional Real Property Collateral;

(ii) All contracts, agreements, permits, plans, specifications and performance and payment bonds used or procured for use in connection with construction of any Improvements on or related to the Additional Real Property Collateral;

(iii) All construction equipment and materials used or procured for use in connection with the construction of any improvements on or related to the Additional Real Property Collateral;

(iv) All other personal property of whatsoever nature that is located on or used or to be used primarily in connection with the Additional Real Property Collateral or any improvements thereon, including but not limited to trade names, trademarks, copyrights and general intangibles;

(v) All warranty rights related to any of the foregoing;

(vi) All funds deposited with Lender or its affiliates in connection with the Additional Real Property Collateral or the construction of any improvements thereon; and

(vii) All proceeds and products of any of the foregoing including but not limited to insurance proceeds.

Grantor grants Beneficiary, Mortgagee, or Lender, as the case may be, as secured party, a security interest in all of the above-described property which is deemed to be personalty together with a security interest in all other personal property of whatsoever nature which is located on or used or to be used in connection with any of the Additional Real Property Collateral, all construction equipment and materials used or procured for use in connection with the construction of the Improvements (as defined in the Loan Agreement), and all contracts, agreements, permits, plans, specifications, and performance and payment bonds used or procured for use in connection with construction of the Improvements, all pursuant to the Uniform Commercial Code of the state where the Additional Real Property Collateral is Located (the "UCC") on the terms and conditions contained herein except that where any provision hereof is unwaivably in conflict with the UCC, the UCC shall control. If the Security Instrument is a trust deed, deed of trust or trust indenture, Beneficiary hereby assigns such security interest to Trustee, in trust, to be dealt with as a portion of the Property except as otherwise specified herein. This Amendment shall be deemed to be a security agreement and fixture filing with respect to all property subject to the UCC.

2. Definition of Additional Collateral. The items described in Sections 1(a) and 1(b) above are hereinafter referred to collectively as the "Additional Collateral." Hereafter, the term "Real Property" as used in the Security Instrument and the Loan Agreement shall include all property included in the Existing Collateral together with the Additional Real Property Collateral, and the term "Property" shall include the Real Property, all other items included within the definition of "Property" in the Security Instrument and/or the Loan Agreement, and the additional items described in paragraph 1(b) above, and the term "Personal Property" shall include all personal property described in the Security Instrument and/or in paragraph 1(b) above.

3. State-Specific Provisions. If the Additional Collateral is located in Washington, none of the Additional Collateral is used principally or at all for agricultural purposes. If the Additional Collateral is located in Idaho, the Existing and Additional Collateral together consist of 40 acres or less or are located within an incorporated city or village. If the Additional Collateral is located in Montana, the Existing and Additional Collateral together do not exceed 30 acres.

4. Warranties. All warranties in the Security Instrument pertaining to the Existing Collateral shall also be deemed to have been made with respect to the Additional Collateral as of the date hereof.

5. Covenants. All covenants in the Security Instrument pertaining to the Existing Collateral shall also be deemed to apply to the Additional Collateral. For all intents and purposes (except warranties shall be deemed to have been made as of the date hereof) the Security Instrument shall apply equally to the Existing and Additional Collateral just as if both had originally been encumbered thereby.

6. Miscellaneous. Except as herein modified, all of the terms, covenants and conditions of the Security Instrument remain in full force and effect without modification or change. This Amendment shall be governed by and construed in accordance with the laws of the state where the Additional Real Property Collateral is located. Notwithstanding any provision of

the Security Instrument, the Loan Agreement or any document or agreement related thereto requiring that an amendment to the Security Instrument be executed by Lender, the recording of this Amendment by or at the direction of Lender shall be deemed to satisfy such requirement.

BORROWER(S):

**PACIFIC LIFESTYLE HOMES, INC., a
Washington Corporation**

By: _____

Its: _____

CORPORATE ACKNOWLEDGEMENT

State of Washington)
County of Clark) ss.

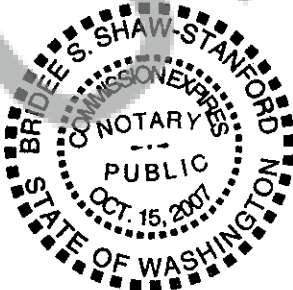
I certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President, respectively, of PACIFIC LIFESTYLE HOMES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/16/04

Bridee Shaw-Stanford
Notary Public Signature

Bridee Shaw-Stanford
Print Name

My appointment expires 10/15/07



DOC # 2004155529
Page 5 of 7

EXHIBIT A

Additional Real Property Collateral

[TITLE - PLEASE INSERT LEGAL DESCRIPTION HERE].

Unofficial
Copy

Exhibit A

Lot 7, MAPLE VIEW ACRES, according to the plat thereof, recorded in Book "B" of plats, page 66, records of Skamania County, State of , Washington.

EXCEPT that portion of the South half of the Northeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, State of Washington, described as follows:

BEGINNING at a 1/2 inch iron rod at the Southwest corner of Lot 8 of MAPLE VIEW ACRES as recorded in Book B of Plats at page 66, Skamania County Auditor's Records, said point being North 01°25'05" East, 270.00 feet from the center of Section 6, Township 1 North, Range 5 East of the Willamette Meridian; thence South 88°41'18" East, 200.00 feet to a 1/2 inch iron rod at the Westerly Northeast corner of Lot 9 and the True Point of Beginning; thence South 01°25'05" West 80.00 feet to an inner corner of Lot 9, said point also being the Southwest corner of Lot 7; thence South 88°41'18" East, along the South line of Lot 7, for a distance of 80.00 feet; thence North 03°57'13" East, 1,130.19 feet to the Northeast corner of Lot 8; thence South 08°28'51" West, 1,057.26 feet to the Southeast corner of Lot 8 and the True Point of Beginning.