Doc # 2006161945

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Date: 06/14/2006 12:56P

Filed by: JAMES & RETTY NELSON

Filed & Recorded in Official Records
of SKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$36.00

Recording requested by and when recorded mail to:

Wyers & Haskell, P.C. P.O. Box 417 Hood River, Oregon 97031

TRUST DEED EXTENSION AGREEMENT

ABBREV LEGAL DESCRIP: S26, T3N, R7E (additional legal descriptions on page 142

ASSESSOR'S TAX PARCEL ID: 03-07-26-0-0-0501-00

03-07-26-0-0-0500-00/PORTION OF

REF. NOS. OF DOCUMENTS RELEASED OR ASSIGNED: 3005156805

THIS TRUST DEED EXTENSION AGREEMENT is made this 4 day of June, 2006, by and between, James A. Nelson and Betty N. Nelson, husband and wife, Beneficiary, and Rick Zimmerman and Paula Zimmerman, Grantor.

FOR VALUE RECEIVED, Beneficiary, owner and holder of that certain Promissory Note in the principal amount of \$240,000.00, secured by a Deed of Trust dated April 1, 2005, and recorded April 4, 2005 as Auditor's File Number 2005156805, Deed Records, Skamania County, Washington, does now amend the terms of said Note and extends the time for payment of the principal of the indebtedness evidenced by it, according to the terms of the attached Promissory Note Addendum.

Said Deed of Trust describes the following real property, to wit:

Those tracts of land situated in the Southeast quarter of Section 26, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania and State of Washington, being more particularly described as follows:

That portion of the Northwest quarter of the Northwest quarter of the Southwest quarter of the Southeast quarter lying North and East of the County Road crossing said tract diagonally Northwesterly and Southeasterly;

TOGETHER WITH: Beginning at the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 26; thence along the South line of said quarter-quarter, South 89°01'28" East, a distance of 529.8 feet; thence North 45°23'24" West, a distance of 306.98 feet; thence parallel with the South line of said quarter-quarter, North 89°01'28" West, a distance of 307.99 feet to the West line of said Northwest quarter of the Southeast quarter; thence along said West line, South 00°48'45" West, a distance of 211.82 feet to the point of beginning.

In all other respects the Note and Deed of Trust shall not be affected, changed, or impaired by reason of this extension agreement.

Grantor, owner of the property covered by the above-described Deed of Trust and maker of the Note secured by it, accepts the foregoing extension and amendment, and in consideration of the same, agrees to pay the indebtedness evidenced by the Note and secured by the Deed of Trust according to its terms as extended and amended.

Beneficiary joins in the execution of this agreement for the sole purpose of evidencing its consent asunder the trust deed to the foregoing extension and amendment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first written above.

GRANTOR:

COMMISSION NO. 400590

MY COMMISSION EXPIRES DEC 19, 2009

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|---|---|
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| to me known to be the individual, or individual | als described in and who executed the within and |
| deed, for the uses and purposes therein mention | ey signed the same as their free and voluntary act and need. Given under my hand and official seal this 144 |
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| On this day personally appeared before to me known to be the individual, or individual, foregoing instrument, and acknowledged that | duals described in and who executed the within and they signed the same as their free and voluntary act and ioned. Given under my hand and official seal this 2006. |
| OFFICIAL SEAL MARI E HOWELL NOTARY PUBLIC-OREGON COMMISSION NO. 400590 MY COMMISSION EXPIRES DEC 19, 2009 | NOTARY PUBLIC FOR overnown Residing at: Notary Public For overnown Residence For Overnown R |
| STATE OF Washington County of SKamania | } ss |
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PROMISSORY NOTE ADDENDUM

THIS ADDENDUM, dated this day of June, 2006, is to that certain Promissory Note (Note) made by Rick Zimmerman and Paula Zimmerman, husband and wife, hereinafter called Maker, and payable to James A. Nelson and Betty N. Nelson, husband and wife, hereinafter called Holder, in the amount of \$240,000.00, with interest thereon at the rate of 7% per annum until paid, and secured by that certain Deed of Trust dated April 1, 2005, and recorded April 4, 2005 as Auditor's File Number 2005156805, Deed Records, Skamania County, Washington.

WHEREAS, said Note provides that payments, credited first to interest then due, and the remainder to principal, shall be payable in equal monthly installments of \$1,000.00 at Amerititle, P.O. Box 1128, White Salmon, WA 98672, beginning on the first day of May, 2005, with the balance of \$268.287.77 payable in full upon the termination of the 60 month term of the Note, or April 1, 2010; and

WHEREAS, a portion of the property conveyed by said Deed of Trust is subject to a development moratorium on non-forestry use pursuant to Chapter 76.09.020 of the Washington State Forest Practices Act, which moratorium cannot be lifted or removed until Title 23 of the Skamania County Code, as amended, is reinstated; and

WHEREAS, the Board of Commissioners of Skamania County voted to reinstate Title 23 of the Skamania County Code effective June 20, 2006, on which date, and in no event later than June 30, 2006, the Maker intends to file an application to lift the moratorium; and

WHEREAS, in consideration of the development moratorium, the parties desire to change the payment terms of the Note to provide that the monthly payments shall be deferred, including the accrual of interest, for the months of June and July, 2006, or until the development moratorium has been lifted by Skamania County (hereinafter the Deferral Period); and

WHEREAS, monthly payments in the amount of \$1,000.00 shall resume on the first day of the month following the month the moratorium is lifted, and the term of the Note shall be extended by the number of months equal to the Deferment Period; and

WHEREAS, a Trust Deed Extension Agreement amending the terms of the Note as described herein and extending the time for payment of the principal of the indebtedness evidenced by it has been executed of even date herewith, which agreement shall be recorded in the Deed Records of Skamania County, Washington.

NOW, THEREFORE, the parties hereto mutually agree that the aforementioned Promissory Note shall be modified as stated herein. These amendments constitute the sole amendments to said Note, and all other terms, conditions, and obligations of the parties shall remain unchanged and in full force and effect.

MAKER:

Rick Zimmerman

Paula Zimmerman

HOLDER:

James A. Nelson

Betty N. Nelson