

WHEN RECORDED RETURN TO:

Alicia L. Lowe
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

DOCUMENT TITLE(S)

Amended and Restated Promissory Note

REFERENCE NUMBER(S) of Documents assigned or released:

2007165718

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Avis Davis

☐ Additional names on page _____ of document.

GRANTEE(S):

Brooks Rd LLC

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 2 of Blake Short Plat Book 3 of S.P.
Pg. 54 under Auditor's file 96373

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

03-08-17-3-0-1200-00

☐ Additional parcel numbers on page _____ of document. 1m (C)

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

DM afo

\$ 50,327.00

AMENDED AND RESTATED PROMISSORY NOTE

Stevenson, Washington

11/30, 2008

Recitals

On April 11, 2007, Chancey R. Davis (now deceased) and Avis L. Davis (Avis L. Davis, individually, hereafter referred to as "Lender") loaned \$100,000 to Brooks Road, LLC ("Borrower") which is evidenced by a Promissory Note of the same date (the "Note"). The Note is secured by a Deed of Trust dated April 12, 2007 granting an interest in Borrower's real property located in Skamania County, Washington. Borrower has made a partial prepayment in the amount of \$45,000, which will be applied to the principal amount of the Note. After this prepayment, the current outstanding principal balance under the Note is \$50,327.00.

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The Lender and the Borrower wish to amend the Note to extend the date by which Borrower must make full payment of the entire principal balance and any accrued and unpaid interest to December 1, 2013. The Note shall continue to be secured by the Deed of Trust. Therefore, the Note shall be amended and restated as shown below. To the extent this Amended and Restated Promissory Note ("Amended Note") is the same as the original Note, it shall be deemed a restatement of it; to the extent this Amended Note is different than the original Note, it shall be deemed an amendment of it.

Amended and Restated Promissory Note

afo

FOR VALUE RECEIVED, BROOKS ROAD, LLC, which address for purposes of this Amended Note is 631 Old State Road, Carson, WA 98610 (the "Borrower") unconditionally promises to pay to the order of AVIS L. DAVIS, a single woman, whose mailing address is PO Box 454 Carson, Washington 98610 (the "Lender" or "Note Holder"), in lawful money of the United States of America, to the Lender at her address noted above, or at such other place as any present or future holder of this Amended Note may designate from time to time, the principal sum of ~~FIFTY THOUSAND~~ FIFTY THOUSAND THREE HUNDRED TWENTY SEVEN Dollars (\$50,327.00), together with interest upon the principal balance remaining outstanding from time to time as set forth below, in payments as set forth below, with interest accruing commencing on the date hereof until this Amended Note is fully paid.

From and after the date hereof (the "Effective Date") and until this Amended Note is fully paid, this Amended Note will bear interest prior to the occurrence of an Event of Default at six percent (6%) per annum. Beginning on the 1st day of December, 2008, and on the same day of each and every calendar month thereafter (the "Monthly Payment Dates") through and including the payment due on the 60th month, Borrower shall make monthly payments to Lender of principal and accrued interest for the preceding month in the sum of \$250.00. The entire principal and any accrued and unpaid interest on this Amended Note shall be paid in full on or before the 1st day of December, 2013.

If the Borrower fails to make any payment within fifteen (15) days after the due date required under this Amended Note, a late charge of \$50.00 will be charged by the Lender for the purpose of defraying the extra administrative expenses incident to handling such delinquent payment and the loss of the use of funds resulting from Borrower's nonpayment when due. A tender to the Lender of any payment more than fifteen (15) days past due unless waived by Lender which does not include the late fee may be rejected as insufficient or the Lender may accept the tendered sum as a partial payment without her right to receive the above described late payment charge. The loan will remain in default and default interest will accrue until the late payment fee is paid. If an Event of Default occurs, in addition to any late charges, the Borrower, without notice or demand by Lender, shall thereafter pay interest at eighteen percent (18%) per annum ("Default Rate"), until the Event of Default is cured. Such late payment charge and Default Rate provisions represent a fair and reasonable estimate by Lender and Borrower of a fair compensation for the loss that may be sustained by Lender due to the failure of Borrower to make timely payments, the parties recognizing that the damages caused by such extra administrative expenses and loss of use of funds is impracticable or extremely difficult to ascertain. Such late payment charge and interest at the Default Rate shall be paid without prejudice to the rights of Lender to collect any other amounts to be paid hereunder or to declare a default under the Note or any other Loan Document.

The purpose of the loan represented by this Amended Note is to finance Borrower's purchase of Lender's real property. The real property of the Borrower will act as security for Lender on its Deed of Trust. The Borrower warrants and represents that the funds advanced under the terms of this Amended Note will be used for this purpose and for no other purpose or purposes. The Borrower further warrants and represents that this is a business loan and that none of the loan proceeds have been or will be used for any personal, consumer, family or household purpose.

This Amended Note may be prepaid in whole or in part at any time without penalty. Such a payment of principal only shall be known as a "prepayment," and the Borrower shall so advise the Note Holder in writing. The Note Holder shall use all of the prepayment(s) to reduce the amount of principal owed under the Note. The making of partial prepayment shall not delay the due date of regular monthly payments nor the amount thereof unless the Note Holder agrees in writing to those delays or charges.

The Borrower shall be entitled to have individual lots released and reconveyed from the Deed of Trust securing this Amended Note, provided that, at the time the reconveyance is to be made: (a) the Borrower shall not be in default under this Amended Note, the Deed of Trust or any other instrument evidencing or securing payment; (b) the lots shall have been properly created pursuant to a short plat approved by the Note Holder and recorded in compliance with all applicable laws; (c) the Borrower shall have paid to the Note Holder a reconveyance price equal to \$10,00.00, with respect to each lot to be released, together with accrued interest on the principal amount prepaid for such reconveyance; (d) the real property shall have been properly short platted by recorded plat approved by the Note Holder such that the unit to be released is a "legal lot" under the applicable laws of the State of Washington; and (e) the Borrower shall pay all expenses of the Note Holder relevant to the review, approval and documentation of the requested reconveyance.

In the event of (i) any default in payment of this Amended Note; or (ii) any default under the terms of any other note, obligation, agreement, mortgage, deed of trust or other writing heretofore, herewith or hereafter given to or acquired by any present or future holder of this Amended Note to which any maker, endorser, guarantor or surety of this Amended Note or any other person providing security for this Amended Note or for any guaranty of this Amended Note is a party; then in any such event the then holder of this Amended Note may, at its option, declare this Amended Note to be immediately due and payable and thereupon this Amended Note shall become due and payable for the entire unpaid principal balance of this Amended Note plus accrued interest and other charges on this Amended Note without any presentment, demand, protest or other notice of any kind. Notwithstanding clause (i) above, Lender agrees to provide ten (10) days' written notice to Borrower before declaring a default for non-payment.

The undersigned Borrower (i) waives demand, presentment, protest, notice of protest, notice of dishonor and notice of nonpayment of this Amended Note; (ii) agrees to pay on demand all costs and expenses of all present and future holders of this Amended Note in connection with this Amended Note and any security and guaranties for this Amended Note, including but not limited to reasonable attorneys' fees and legal expenses, plus interest on such amounts at the rate set forth in this Amended Note; and (iii) consents to the personal jurisdiction of the Superior Court located in the State of Washington in Skamania County in connection with any controversy related in any way to this Amended Note or any security or guaranty for this Amended Note, waives any argument that venue in such forum is not convenient, and agrees that any litigation initiated by the Borrower against the Lender or any other present or future holder of this Amended Note relating in any way to this Amended Note or any security or guaranty for this Amended Note shall be venued in the Superior Court of Skamania County, Washington. Interest on any amount under this Amended Note shall continue to accrue, at the option of any present or future holder of this Amended Note, until such holder receives final payment of such amount in collected funds in form and substance acceptable to such holder.

No waiver of any right or remedy under this Amended Note shall be valid unless in writing executed by the holder of this Amended Note, and any such waiver shall be effective only in the specific instance and for the specific purpose given. All rights and remedies of all present and future holders of this Amended Note shall be cumulative and may be exercised singly, concurrently or successively. The undersigned Borrower, if more than one, shall be jointly and severally liable under this Amended Note, and the term "undersigned," wherever used in this Amended Note, shall mean the undersigned or any one or more of them. This Amended Note shall bind the undersigned Borrower and the heirs, representatives, successors and assigns of the Borrower. This Amended Note shall be governed by and construed in accordance with the laws of the State of Washington.

All notices or communications required or permitted to be given under this Amended Note shall be in writing and shall be deemed to have been properly given and received (i) if sent by hand delivery, then upon delivery, (ii) if sent by overnight courier or U.S. Express Mail, then one (1) day after dispatch, and (iii) if mailed by registered or certified U.S. mail, postage prepaid and return receipt requested, then two (2) days after deposit in the mail. All such notices and communications shall be given to the parties at their respective addresses set forth in this

Amended Note, or at such other addresses as either party may designate by notice in accordance with the terms of this paragraph.

Lender understands, agrees and acknowledges that this Amended Note has been prepared on behalf of Borrower by the attorneys for the Borrower, Schwabe, Williamson & Wyatt. Lender acknowledges having had the opportunity to seek the advice of independent counsel in regard to the closing of this transaction.

This Amended Note is secured by that certain Deed of Trust dated April 12, 2007 between the Borrower and Chancey R. Davis (now deceased) and Avis L. Davis.

BORROWER:

BROOKS ROAD, LLC

By: *[Signature]* *Managing Member*
Douglas McKenzie, Managing Member

Dated: 11/30/08

LENDER:

Avis L. Davis
Avis L. Davis

Dated: 11-30-08