

WHEN RECORDED RETURN TO:

Skamania County Economic Development Council

P. O. Box 436

Stevenson, WA 98648

DOCUMENT TITLE(S)

Personal Guaranty

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Julie Mayfield

☐ Additional names on page _____ of document.

GRANTEE(S):

Skamania County Economic Development Council

☐ Additional names on page _____ of document.

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

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

☐ Additional parcel numbers on page _____ of document.

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.

**Skamania County Economic Development Council
Revolving Loan Fund**

PERSONAL GUARANTY

In consideration of loans, advances, or other credit heretofore or hereafter granted by Skamania County Economic Development Council (Lender) to a Sole Proprietorship doing business as Julie Mayfield dba Natjulie Great Products (Borrower), to enable such loans, advances, or other credit to be maintained or obtained by Borrower, and to induce Lender to extend credit to Borrower, (if more than one, each of them, jointly and severally), Guarantor hereby guarantees to Lender the full and prompt payment when due, whether by acceleration or otherwise, of all obligations of Borrower to Lender, as contained in all instruments and documents evidencing the Loan, dated February 22, 2010 between Lender and Borrower set forth in the Loan Agreement, including interest that may accrue thereon either before or after maturity. The undersigned recognizes that future loans and advances may be required by Borrower, but the exact amounts of such loans and advances cannot presently be determined, and acknowledges and agrees that while Lender is not obligated to make such loans and advances, if and when made, will be deemed to have been induced, in part, by the continuity of the Guaranty, and will be covered by and subject to this Guaranty. The undersigned further acknowledges and agrees that this Guaranty is made upon and subject to the following terms and conditions:

1. This Guaranty is a guaranty of payment and not of collection, if any obligation is not satisfied when due, Borrower shall forthwith satisfy such obligation or, at the option of Lender, all obligations of Borrower upon demand, and no such satisfaction shall discharge the obligations of Borrower hereunder until all obligations guaranteed hereby have been satisfied in full. Lender may collect such obligations, or any part thereof, from Borrower (or any one or more of them) without first exercising rights against Borrower or any collateral, and Borrower waives any right to require Lender to pursue Borrower or any part of the collateral before enforcing the obligations of Borrower hereunder. Until all the obligations guaranteed hereby have been paid in full, Borrower shall not be subrogated to any of Lender's rights against Borrower or any collateral, and any funds or other property at any time received by Guarantor from Borrower shall be held in trust for and shall be paid or transferred to Lender upon demand therefore.
2. Borrower hereby:
 - a. Waives notices of presentment, demand, notice of nonpayment, protest as to the obligations and any other demands and notices required by law and
 - b. Consents to the provisions of all agreements heretofore or hereafter made with Lender by Borrower and
 - c. Consents and agrees that Lender may

- i. exchange, release or surrender to Borrower any collateral or waive, release or subordinate any security interest, in whole or in part, now or hereafter held as security for any obligations, or any other indebtedness of Borrower to Lender
 - ii. waive or delay the exercise of any rights or remedies against Borrower or any surety or borrower, or any collateral for any obligations
 - iii. release or enter into compromises with Borrower, or any surety or guarantor of the obligations
 - iv. renew, extend, waive, or modify the terms of any obligation guaranteed hereby or any instrument or agreement evidencing the same
 - v. apply payments by Borrower or Borrower to any obligation guaranteed hereunder and
 - d. Waives all notices whatsoever with respect to this Guaranty or with respect to this Guaranty or with respect to the obligations, including without limitation, notice of,
 - i. Lender's acceptance hereof and its intention to act or its action in reliance herein
 - ii. the present existence or future incurring of any obligation or any terms or amounts thereof or of any change therein
 - iii. any default by the Borrower or by any surety or borrower with respect to any of the obligations
 - iv. the obtaining of any guaranty or surety agreement (in addition to this Guaranty), pledge, assignment, or other security for any obligation and
 - v. the release of any borrower or surety or any obligation or of any pledgor or assignor whose pledge or assignment has been given as security for any obligation and
 - e. Waives any and all defenses of Borrower to the obligations guaranteed hereby and any claim or offset or counterclaim by the Borrower or loss of contribution from any co-borrower with respect thereto.
3. The obligations of Lender hereunder are primary and unconditional, without regard to the obligations of any other party or person, and shall be effective regardless of the solvency or insolvency of Borrower at any time or the extension or modification of the obligations of Borrower by operation of law or otherwise, and shall not in any manner be affected by reason of any action taken or not taken by Lender, which action or inaction is hereby consented and agreed to, or of any lack of prior enforcement or retention of any rights against Borrower, Borrower, or any other person or any property, or of the partial or complete un-enforceability or invalidity of any other guaranty or surety agreement, pledge assignment, or other security for any obligation or of the value, genuineness, validity, regularity, or enforceability of any of the obligations. Lender may release all or any part of the obligations of any other surety or borrower of any obligation hereunder of Borrower. No delay in making demand on Borrower for satisfaction of the obligations of Borrower hereunder shall prejudice Lender's right to enforce such satisfaction. All of Lender's rights and remedies shall be cumulative, and any failure of Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time thereafter.

5. This Guaranty shall be a continuing guarantee and shall be binding upon Borrower regardless of how long before or after the date thereof any obligation was or is incurred, provided, however, that any of Borrower may terminate this Guaranty by written notice sent to Lender by certified or registered mail stating an effective day of termination not less than 30 days after receipt of such notice by Lender, and the party giving such notice shall not be obligated to Lender with respect to any obligation incurred after the permitted effective date of termination stated in such notice. Notwithstanding the foregoing, this Guaranty shall continue as to each of Borrower who has not given such notice and shall also continue as to each of Borrower who has given such notice with respect to (a) any obligation that was incurred prior to such date of termination or that is thereafter incurred in renewal, extension, or modification of any such obligation, and (b) any obligation incurred after such date of termination pursuant to an agreement heretofore entered into which bound Lender to permit such obligation to be incurred. In the event this Guaranty is preceded or followed by any other agreement or guaranty or surety by Borrower or others, all such agreements shall be deemed to be cumulative and the obligations of Borrower hereunder shall be in addition to those stated in any other guaranty or surety agreement.
6. All obligations of Borrower under this Guaranty shall mature, at the option of Lender, immediately upon the insolvency of Borrower, the commission of an act of bankruptcy by Borrower, the appointment of a receiver for Borrower or any Borrower properties, the filing of voluntary or involuntary petition in bankruptcy, reorganization or arrangement, the making of an assignment for the benefit of creditors or the calling of a meeting of creditors by Borrower or Lender.
7. Guarantor agrees to pay all costs and expenses incurred in enforcing the obligations of Borrower under this Guaranty, including reasonable attorney's fees in the event this Guaranty is placed in the hands of an attorney for collection, or Lender funds it necessary or desirable to secure the services of advice of an attorney with regard to the collection of the obligations or the obligations of this Guaranty. Borrower waives to the maximum extent permitted by law the benefit of any homestead exemption and all other exemption or insolvency laws to this Guaranty. The books and records of Lender showing the accounts between Lender and Borrower shall be admissible in evidence in any action or proceeding thereon as prima facie proof of the items set forth therein. The undersigned agrees that payment or performance of any of the obligations or acts that shall toll any statute of limitations applicable to the obligations shall also toll the statute of limitations applicable to the liability of Borrower under this Guaranty.
8. All notices to or demands on Borrower shall be deemed effective when given, and shall be in writing and sent by telex or telegram, confirmed by registered or certified mail, or sent by registered or certified mail, addressed to Borrower at the address specified on the signature page hereof, and addressed to Lender at the address specified in the Loan Agreement. Lender and Borrower may give notice in the manner specified herein of any change in address for such notices. Rejection or other refusal to accept, or inability to deliver because of a changed address of which no notice was given, shall not affect the date of such notice, election, or demand sent as aforesaid.

9. This Guaranty is made, executed, and delivered in the State of Washington and shall be construed and enforced in accordance with its laws. No provisions of this Guaranty may be modified, deleted, or amended in any manner except by an agreement in writing executed by the parties.
10. Guaranty shall be binding upon Borrower and the heirs, assigns, and personal representatives thereof, and shall insure to the benefit of and be enforceable by Lender and its successors and assigns.

Witness the following signatures as of the 22nd day of February, 2010.

Signature(s) of Borrower(s)

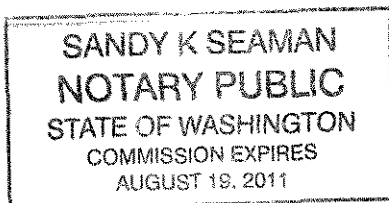
Julie Mayfield
 Julie Mayfield
 P. O. Box 425
 Stevenson, WA 98648

State of Washington }

County of Skamania } SS. (Individual Acknowledgement)

I certify that I know of have satisfactory evidence that Julie Mayfield is the person who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the Instrument.

Dated this Feb day of 22, 2010.



Signature [Signature]

Print Name Sandy Seaman

Notary Public in and for the State of Washington.

My appointment expires: 8/19/2011