

RETURN ADDRESS:  
Community Bank  
The Dalles-LPO  
320 E 4th Street  
The Dalles, OR 97058

513-8095

MODIFICATION OF MORTGAGE

Reference # (if applicable): 03-10-20-0-0-0800-00  
03-10-20-0-0-0803-00 Additional on page \_\_\_\_  
Grantor(s):  
1. BACCHUS PARTNERS, LLC

Grantee(s)  
1. Community Bank

Legal Description: Pt of SW4 Sec 20, T3N, R10E, W.M. Additional on page \_\_\_\_  
Assessor's Tax Parcel ID#: 03-10-20-0-0-0800-00 & 03-10-20-0-0-0803-00

Ref # AF 2013001660



#####073020130740

THIS MODIFICATION OF MORTGAGE dated August 8, 2013, is made and executed between BACCHUS PARTNERS, LLC, a Washington limited liability company, whose address is 100 WATERTANK ROAD, UNDERWOOD, WA 98651-9162 (referred to below as "Grantor") and Community Bank, whose mailing address is 320 E 4th Street, The Dalles, OR 97058 (referred to below as "Lender").

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# **MODIFICATION OF MORTGAGE (Continued)**

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**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 30, 2013 (the "Mortgage") which has been recorded in SKAMANIA County, State of Washington, as follows:

Recorded July 31, 2013 as Document #2013001660 in the Office of Skamania County Auditor, State of Washington.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SKAMANIA County, State of Washington:

**PARCEL 1:**

The West Half of the Southwest Quarter of Section 20 and the West 16 rods of the Southeast quarter of the Southwest quarter of Section 20, all in Township 3 North, Range 10 East of the Willamette Meridian in the County of Skamania and State of Washington.

EXCEPT that portion thereof lying Northerly of the center line of the county road known and designated as the Kollock Road.

ALSO EXCEPT a tract of land located in the Southwest Quarter (SW 1/4) of Section 20, Township 3 North, Range 10 E.W.M., described as follows:

Beginning at the southwest corner of the said Section 20; thence along the south line of the said Section 20 South 88°53' East, a distance of 1,305.31 feet; thence North 1,590.13 feet to the center line of County Road No. 3130 designated as the Kollock-Knapp Road, said point being the initial point of the tract hereby described; thence South 279 feet; thence North 44°16' West, a distance of 623.85 feet; thence North 279 feet to the centerline of said Kollock-Knapp Road; thence following the centerline of said road Southeasterly 624 feet, more or less, to the initial point.

TOGETHER WITH that portion of the West Half of the Northeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and State of Washington, lying Southerly of the county road known and designated as the Kollock Road.

EXCEPT that parcel of land located in the South Half of the Southwest Quarter of Section 20, Township 3 North, Range 10 East, Willamette Meridian, County of Skamania, State of Washington, more fully described as follows:

Commencing at a point South 88°49'56" East, a distance of 1101.67 feet from the Southwest corner of said Section 20, said point is on the South line of said Section 20 and is the True Point of Beginning; thence continuing along the South line South 88°49'56" East, a distance of 271.20 feet; thence North 1°10'04" East, a distance of 211.99 feet to a Bell Design Co. yellow plastic survey cap set on a #5 rebar; thence North 87°53'13" West, a distance of 271.23 feet to another Bell Design Co. yellow plastic survey cap set on a #5 rebar; thence South 1°10'04" West, a distance of 216.46 feet, more or less, to the True Point of Beginning.

**PARCEL 2:**

A tract of land in the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and State of Washington which is all of that portion of the following described tract lying Southerly of County Road No. 31300 designated as the Kollock-Knapp Road:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian; thence East along the South line of the said Section 20 a distance of 16 rods to the initial point of the tract hereby described; thence North 80 rods to a point which is 16 rods East of the Northwest corner of the Southeast Quarter of the Southwest Quarter of the said Section 20; thence East along the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 16 rods; thence South at right angles to the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 40 rods; thence West parallel to the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 8 rods; thence South parallel to the West line of the Southeast quarter of the Southwest quarter of the said Section 20, a distance of 40 rods to the intersection with the South line of the said Section 20; thence West along the South line of the said Section 20 to the initial point.

EXCEPT a tract of land located in the Southwest Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the said Section 20; thence East along the South line of the said Section 20 a distance of 264 feet to the initial point of the tract hereby described; thence North parallel to the East line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 250 feet; thence East 132 feet; thence South parallel to the East line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 250 feet to the South line of the said Section 20; thence West along said South line to the initial point.

The Real Property or its address is commonly known as 100 WATERTANK RD, UNDERWOOD, WA 98651-9162. The Real Property tax identification number is 03-10-20-0-0-0800-00 & 03-10-20-0-0-0803-00.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**ADDITIONAL PROVISION.**

Pacific Coast Bankers' Bank is also a beneficiary and Lender and Mortgagee under this Mortgage. The definition of "Lender" and "Mortgagee" wherever it appears in this Mortgage is amended and restated as follows:

The word "Lender" and "Mortgagee" means, collectively, COMMUNITY BANK, its successors and assigns, and PACIFIC COAST BANKERS' BANK, a California banking corporation d/b/a Bankers Loan Processing, and its successors and assigns.

This Mortgage and the grants, assignments and transfers made herein are also given for the purpose of securing the payment of all indebtedness, liabilities and obligations of Mortgagor and Grantor to Pacific Coast Bankers' Bank ("PCBB") under that certain Rate Protection and Prepayment Agreement dated on or about the date of this Mortgage by and between the mortgagor / grantor hereunder (the "Mortgagor / Grantor") and PCBB and any and all amendments, modifications, extensions, renewals or restatements thereof (the "Prepayment Agreement"). PCBB is a joint beneficiary and secured party for all purposes under this Mortgage. PCBB, the other beneficiary and secured party under this Mortgage ("Other Lender"), and the Mortgagor / Grantor agree and acknowledge that the exercise of the secured parties' and beneficiaries' rights under this Mortgage will be done solely by Other Lender until such time that PCBB certifies in writing to Mortgagor / Grantor and Other Lender that the conditions set forth in Section 5(a) of the Servicing and Subordination Agreement entered into by and between PCBB and Other Lender (the "Servicing Agreement") have been satisfied, in which case only PCBB may exercise the rights of the secured

MODIFICATION OF MORTGAGE  
(Continued)

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parties and beneficiaries under this Mortgage for the benefit of all secured parties and beneficiaries. On and after the date that PCBB has certified in writing to Mortgagor / Grantor and Other Lender that the Prepayment Agreement has been terminated and that all of the obligations owed to PCBB under the Prepayment Agreement have been satisfied, PCBB will cease to be a secured party and beneficiary under this Mortgage and Other Lender will be the sole secured party and beneficiary under this Mortgage and will be solely entitled to exercise the rights of the secured party and beneficiary. On and after the date that Other Lender has certified in writing to Mortgagor / Grantor and PCBB that all of the obligations owed to Other Lender that are secured by this Mortgage have been satisfied, Other Lender will cease to be a secured party and beneficiary under this Mortgage and PCBB will be the sole Lender and Mortgagee, secured party and beneficiary under this Mortgage and may solely exercise the rights of the Lender and Mortgagee, secured party and beneficiary.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 8, 2013.**

GRANTOR:

BACCHUS PARTNERS, LLC

By: JEFFREY A MILLER, Member of BACCHUS PARTNERS, LLC

LENDER:

COMMUNITY BANK

X  
Authorized Signer

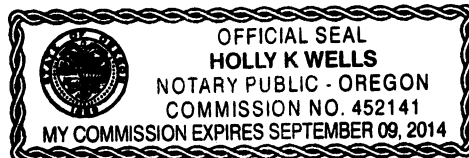
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Multnomah ) SS

On this 8<sup>th</sup> day of August, 2013, before me, the undersigned Notary Public, personally appeared JEFFREY A MILLER, Member of BACCHUS PARTNERS, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By: Holly K Wells  
Notary Public in and for the State of OR

Residing at: Muskegon OR  
My commission expires 9-9-2014



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(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Hood River ) SS  
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On this 8<sup>th</sup> day of August, 20 13, before me, the undersigned Notary Public, personally appeared John Cass and personally known to me or proved to me on the basis of satisfactory evidence to be the John Cass, authorized agent for **Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Community Bank**, duly authorized by **Community Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Community Bank**.

By Holly Wells  
Notary Public in and for the State of OR

Residing at Mosier OR  
My commission expires 9.9.2014

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