AFN #2013002216 Recorded 10/10/2013 at 03:54 PM DocType: MODAG Filed by: COLUMBIA GORGE TITLE Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

Return Address:

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Document 1 Title : Modification of Deed of Trust Reference #s: 2008170803	
Additional Reference #s on page	
Grantors:	Grantees:
Lindell, David C. Lindell, Mary K.	Northwest Farm Credit Services, FLCA
Additional grantors on page Additional grantees on page	
Document 2 Title: Reference #s: Additional Reference #s on page	
Grantors:	Grantees:
Additional grantors on page	Additional grantees on page
Legal description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter):	
Ptn. Sec. 7, T1N, R5E Additional legal is on page 5	~())
Assessor's Property Tax Parcel/Account Numbers:	

Modification of Deed of Trust (David C. Lindell/Note No. 6012768)

1-05-07-0-0801-00; 01-05-07-0-0-0801-80; 01-05-07-0-0-0803-03

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MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust (this "Modification"), dated as of September 27, 2013, is made by and between **David C. Lindell** and **Mary K. Lindell**, a married couple ("Grantor"), whose address is PO Box 877, Washougal, WA 98671, and **Northwest Farm Credit Services, FLCA**, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, a Deed of Trust, dated August 14, 2008 was executed in favor of Beneficiary, which was recorded on August 20, 2008, as Instrument No(s). 2008170803 in the Official Records of Skamania County, Washington (as modified, amended or restated, the "Deed of Trust"), covering the land described on the attached Exhibit A;

WHEREAS, the Deed of Trust secures, among other things, the payment and performance of indebtedness evidenced by the Balloon Note dated August 14, 2008, payable to the order of Beneficiary, in the initial face principal amount of Two Hundred Thousand Dollars and No/100 Dollars (\$200,000.00) (the "Note").

WHEREAS, the parties hereto are amending the Note pursuant to that certain Restructure Agreement dated effective September 1, 2013 (and as it may be extended, renewed, modified, amended or restated from time to time, the "Amendment") and the parties wish to acknowledge that the obligations secured by the Deed of Trust previously evidenced by the Note are now additionally evidenced by the Amendment.

WHEREAS, the obligations secured by the Deed of Trust are now hereby described as follows:

Note No. Date of Note Principal Amount Final Installment Date 6012768 August 14, 2008 \$\$200,000.00 August 1, 2030

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Grantor and Beneficiary now agree to modify the Deed of Trust as follows.

ARTICLE 1 AMENDMENTS

- 1.1 Recitals, References and Definitions.
- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All secured indebtedness described in the Deed of Trust shall be deemed also to include the Amendment.
- c. All references in the Deed of Trust to the "Deed of Trust" are deemed to refer to the Deed of Trust as amended and supplemented by this Modification.
- d. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Deed of Trust.

ARTICLE 2 MISCELLANEOUS

2.1 Acceptance By Trustee. Trustee accepts this trust when this Modification, duly executed and

Modification of Deed of Trust (David C. Lindell/Note No. 6012768)

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acknowledged, is made a public record as provided by law.

- 2.2 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.
- 2.3 Severability. Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.
- **2.4** Successors and Assigns. This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- **2.5 Counterparts.** This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

GRANTOR:

David C. Emiden

BENEFICIARY:

Northwest Farm Credit Services, FLCA

Authorized Agent

Modification of Deed of Trust (David C. Lindell/Note No. 6012768)

STATE OF Overan)ss. County of Multnoman		
On this 4 day of October	, 2013, before me personally appeared David C. Lindell, known to executed the within instrument, and acknowledged that [he/she/they] and deed.	
BRANDI D BUXTON NOTARY PUBLIC - OREGON COMMISSION NO. 459863 MY COMMISSION EXPIRES JULY 07, 2015	Notary Public for the State of Ortgon Residing at Mc Minnuille, OR My commission expires July 1, 2015 Printed Name Ryandia Ruxton	
STATE OF <u>Oregon</u>))ss. County of <u>Multnomah</u>)		
On this 4 day of October, 2013, before me personally appeared Mary K. Lindell, known to me to be the person(s) described in and who executed the within instrument, and acknowledged that [he/she/they] executed the same as [his/her/their] free act and deed.		
OFFICIAL SEAL BRANDI D BUXTON NOTARY PUBLIC - OREGON COMMISSION NO. 459863 MY COMMISSION EXPIRES JULY 07, 2015	Notary Public for the State of Overon Residing at Mc Plinnville My commission expires Printed Name Brandi Day by	
STATE OF Oregin)ss. County of Multnomah)		
Pete Swan known to me that executed the within instrument, and act	before me personally appeared to be an authorized agent of Northwest Farm Credit Services, FLCA, knowledged to me that such corporation executed the same as its free act authorized to executed said instrument.	
OFFICIAL SEAL BRANDI D BUXTON NOTARY PUBLIC - OREGON COMMISSION NO. 459863 MY COMMISSION EXPIRES JULY 07, 2015	Notary Public for the State of Oregon Residing at McMinoville, DR My commission expires Printed Name Brandi D. Ruxton	

Modification of Deed of Trust (David C. Lindell/Note No. 6012768) 4

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EXHIBIT A PROPERTY DESCRIPTION

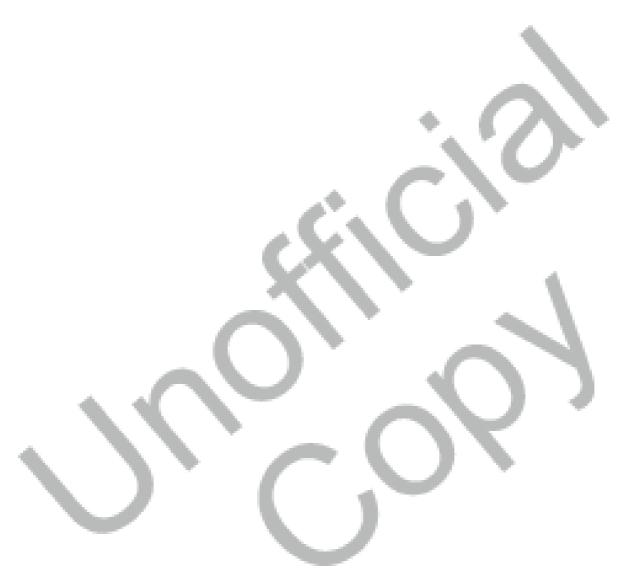
PARCEL I:

The South 188 feet of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter all in Section 7, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT County Road.

PARCEL II:

The Northeast Quarter of the Northwest Quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.



Modification of Deed of Trust (David C. Lindell/Note No. 6012768)