

**RETURN ADDRESS:**  
Riverview Community  
Bank  
PO Box 872290  
Vancouver, WA  
98687-2290

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): \_\_\_\_\_ Additional on page \_\_\_\_  
Grantor(s):  
    1. Riverside Grocery & Cafe, Inc  
  
Grantee(s)  
    1. Riverview Community Bank  
  
Legal Description: Sec 6, R1N, R5E  
Additional on page \_\_\_\_  
  
Assessor's Tax Parcel ID#: 01-05-06-1-0-0100-00

**THIS MODIFICATION OF DEED OF TRUST dated June 11, 2014, is made and executed between Riverside Grocery & Cafe, Inc, A Washington Corporation, whose address is 4232 Canyon Creek Rd, Washougal, WA 98671 ("Grantor") and Riverview Community Bank, whose address is PO Box 872290, Vancouver, WA 98687-2290 ("Lender").**

# **MODIFICATION OF DEED OF TRUST** (Continued)

Loan No: 849839829001

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated December 1, 2004 (the "Deed of Trust") which has been recorded in Skamania County, State of Washington, as follows:

**Recorded May 14, 2004 as Recording No. 2004152973.**

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4232 Canyon Creek Rd, Washougal, WA 98671. The Real Property tax identification number is 01-05-06-1-0-0100-00.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**THE ORIGINAL NOTE HAS BEEN MODIFIED AS FOLLOWS: PURSUANT TO A CHANGE IN TERMS DATED JUNE 11, 2014 TOGETHER WITH ALL RENEWALS, MODIFICATIONS, EXTENSION, REFINANCING OF AND SUBSTITUTIONS FOR THE NOTE, THE AMOUNT OF THE NOTE HAS BEEN DECREASED BY \$55,641.28 FROM \$249,000.00 TO \$194,258.72. CROSS COLLATERALIZATION AND TAX AND RESERVE VERBIAGE HAVE BEEN ADDED. THE MATURITY DATE OF THE NOTE HAS BEEN EXTENDED TO JUNE 10, 2024. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser, 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 Deed of Trust 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.

**CROSS COLLATERALIZATION.** Notwithstanding any other provision hereof, this Deed of Trust is not intended to secure any guaranty that may have been executed, or which may be executed in the future, by the Grantor with respect to any indebtedness owing to the Lender by some person/entity other than the Grantor.

**TAX AND INSURANCE RESERVES.** In addition to the payments required by the Note, Grantor agrees to pay to Beneficiary, on the same date as payments of principal and/or interest are due under the Note, or otherwise at Beneficiary's request, such sums as Beneficiary may from time to time estimate will be required in order for Beneficiary to have in its possession sufficient funds at least thirty (30) days before such taxes, assessments, insurance premiums, and similar charges affecting the Property ("Impositions") become due and payable, as will be necessary to pay such Impositions before such become delinquent. Such sums held by Beneficiary shall not bear any interest. Should this estimate as to the Impositions prove to be insufficient, Grantor agrees to pay to Beneficiary promptly upon demand, such additional sums as may be required to pay such Impositions before such become delinquent. If the total of the payments for such Impositions in any one year shall exceed the amounts actually paid by Beneficiary, such excess may be credited by Beneficiary toward subsequent monthly payments under this section. If there shall be an Event of Default, then Beneficiary may apply any balance of funds so held by Beneficiary, to the sums owing to Beneficiary for Impositions, expenses incurred by Beneficiary, accrued interest or unpaid principal, in such order as Beneficiary may determine in its sole discretion. If the Beneficiary commences a non-judicial foreclosure of the Deed of Trust, any such application of funds after the commencement of such non-judicial foreclosure by the Beneficiary shall not occur earlier than seven days prior to the sale date. If Beneficiary acquires the Property by virtue of a deed in lieu of foreclosure, the balance of the funds so held shall become the property of Beneficiary automatically and without regard to whether such is specified in such deed in lieu agreement. **\*\*[Notwithstanding the foregoing, Beneficiary will not require Grantor to pay Beneficiary any reserves for the payment of real estate taxes, assessments, insurance premiums and similar charges as long as (i) no Event of Default has occurred hereunder or under the Note and (ii) Grantor pays in full and in a timely manner all such real estate taxes, assessments, insurance premiums and similar charges and provides evidence satisfactory to Beneficiary that such payments were made prior to such amounts becoming delinquent.]\*\***

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 11, 2014.**

**GRANTOR:**

**RIVERSIDE GROCERY & CAFE, INC**

By: Theodore R. Fuller  
Theodore R. Fuller, Director of Riverside Grocery & Cafe, Inc

By: Christopher Fuller  
Christopher Fuller, Executive Committee Member of Riverside Grocery & Cafe, Inc

LENDER:

RIVERVIEW COMMUNITY BANK

X *Robert J. Fisher*  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF WA )  
 ) SS  
COUNTY OF Clark )

On this 20 day of June, 20 14, before me, the undersigned Notary Public, personally appeared Theodore R. Fuller, Director of Riverside Grocery & Cafe, Inc. and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *KC*  
Notary Public in and for the State of WA

KENNETH M. CLINE Residing at Clark County  
NOTARY PUBLIC My commission expires Nov 10, 2015  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
NOVEMBER 10, 2015

CORPORATE ACKNOWLEDGMENT

STATE OF WA )  
 ) SS  
COUNTY OF Clark )

On this 20 day of June, 20 14, before me, the undersigned Notary Public, personally appeared Christopher Fuller, Executive Committee Member of Riverside Grocery & Cafe, Inc. and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *KC*  
Notary Public in and for the State of WA

KENNETH M. CLINE Residing at Clark County  
NOTARY PUBLIC My commission expires Nov 10, 2015  
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NOVEMBER 10, 2015

LENDER ACKNOWLEDGMENT

STATE OF WA )  
 ) SS  
COUNTY OF Clark )

On this 20 day of June, 20 14, before me, the undersigned Notary Public, personally appeared PS Fisher and personally known to me or proved to me on the basis of satisfactory evidence to be the Loan Officer, authorized agent for Riverview Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Riverview Community Bank, duly authorized by Riverview 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 Riverview Community Bank.

By *KC*  
Notary Public in and for the State of WA

Residing at Clark County  
My commission expires Nov 10 2015

KENNETH M. CLINE  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
NOVEMBER 10, 2015

Unofficial  
Copy

## EXHIBIT 'A'

A tract of land located in Section 6, Township 1 North, Range 5 East of the Willamette Meridian, and in Section 31, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point which is an iron pipe in the center line of a 30 foot road, said pipe being 198.4 feet South and 159 feet West of the Section corner common to Sections 31 and 32, Township 2 North, Range 5 East of the Willamette Meridian, and Sections 5 and 6, Township 1 North, Range 5 East of the Willamette Meridian; thence South  $02^{\circ}$  East 351.9 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River North  $31^{\circ}22'$  West 344 feet to a point; thence North  $42^{\circ}05'$  West 192 feet to a point; thence North  $51^{\circ}25'$  West 106.1 feet to a point; thence North  $64^{\circ}59'$  West 174 feet to a point; thence South  $67^{\circ}54'$  West 160.1 feet to a point in the center line of the bridge over the Washougal River; thence following the center line of the highway North  $08^{\circ}31'$  East 137.8 feet to a point in the road intersection; thence following the center line of the county road North  $48^{\circ}05'$  East 389.2 feet to an iron pipe at the intersection of a 30 foot road; thence following the center line of said 30 foot road South  $66^{\circ}24'$  East 132.1 feet to a point; thence South  $40^{\circ}41'$  East 171.7 feet to a point; thence South  $05^{\circ}17'$  East 200.2 feet to a point; thence South  $34^{\circ}42'$  East 216.4 feet to the point of beginning;

EXCEPT that portion thereof described as follows: Beginning at a point marker by an iron pipe which was formerly the center line of a 30 foot road; said pipe being 198.4 feet South and 159 feet West of the section corner common to Section 31 and 32, Township 2 North, Range 5 East of the Willamette Meridian; and Sections 5 and 6, Township 1 North, Range 5 East of the Willamette Meridian; thence South  $02^{\circ}00'$  East 351.9 feet to an iron pipe on the river bank; thence following the meanderings of the Washougal River downstream North  $31^{\circ}22'$  West 344.0 feet, to a point; thence North  $42^{\circ}05'$  West 192.0 feet to a point; thence North  $51^{\circ}25'$  West 106.1 feet to a point; thence North  $64^{\circ}59'$  West 174.0 feet to a point; thence South  $67^{\circ}54'$  West 59.7 feet to an iron pipe; thence departing from meanderings of said river North  $48^{\circ}54'$  East 260.2 feet to an iron pipe; thence North  $36^{\circ}45'$  East 185.0 feet to an iron pipe in the center of a 30 foot used roadway; thence following the center line of said road South  $66^{\circ}24'$  East 34.1 feet to an iron pipe; thence South  $40^{\circ}41'$  East 171.7 feet to an iron pipe; thence departing from said roadway South  $05^{\circ}17'$  East 200.2 feet to an iron pipe; thence South  $34^{\circ}42'$  East 216.4 feet to the point of beginning;

ALSO EXCEPT that portion conveyed to State of Washington by instrument recorded June 1, 1981, in Book 79, Page 752, Skamania County Deed Records.