

When Recorded, Return to:

SKAMANIA ECONOMIC DEVELOPMENT COUNCIL
P.O. Box 436
Stevenson, WA 98648

FIRST AMENDMENT TO DEED OF TRUST

Grantor(s):	<u>Ryan S. Ferrill</u>
<input type="checkbox"/> Additional on page	<u> </u>
Grantee(s):	Trustee: <u>Clark County Title Company</u>
	Beneficiary: <u>Skamania Economic Development Council</u>
<input type="checkbox"/> Additional on page	<u> </u>
Legal Description (abbreviated):	<u>That portion of the Northeast quarter of Section 11, T1N, R5E, W.M., Skamania County, Washington</u>
<input checked="" type="checkbox"/> Complete legal on Document No.	<u>2012181203.</u>
Assessor's Tax Parcel Identification No(s):	<u>01051110010000</u>
Reference Nos. of Documents Released or Assigned:	<u>2012181203</u>

This First Amendment to Deed of Trust (this *"Amendment"*) is executed as of July 30, 2014, by and between Ryan S. Ferrill (*"Grantor"*), and SKAMANIA ECONOMIC DEVELOPMENT COUNCIL, a Washington non-profit corporation (*"Beneficiary/Lender"*).

RECITALS

- A. Mitzi Ferrill fka Mitzi Yerrick, dba Skamania Chiropractic and Rehabilitation, LLC, (*"Borrower"*) obtained a business loan from the Beneficiary pursuant to the terms of a Loan Agreement dated July 31, 2012 (the *"Loan"*). The Loan is also evidenced by a Promissory Note of the same date in the original principal amount of \$15,505 (the *"Note"*).
- B. Borrower's obligations under the Loan Agreement and the Note are secured by a Deed of Trust recorded with the Skamania County Auditor's office under Recording No. 2012181203 (the *"Deed of Trust"*) against the real property legally described therein as the *"Property"*.

C. The Loan Agreement, Note, Deed of Trust, and all other documents evidencing, securing, or otherwise governing the Loan are referred to herein collectively as the "**Loan Documents**".

D. Borrower now desires to increase the amount of the Note and extend the Maturity Date by modifying the terms of the Loan as set forth in the First Amendment to Loan Agreement and Promissory Note (the "**First Amendment to Loan and Note**"). Grantor is entering into this Amendment pursuant to the terms of the First Amendment to Loan and Note to modify the Deed of Trust to secure all of Borrower's obligations under the Loan Documents as modified contemporaneously herewith by the First Amendment to Loan and Note.

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

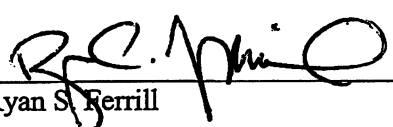
1. **TERMINOLOGY.** All capitalized terms used herein shall have the meaning given to them in the Loan Documents, unless a different meaning is assigned herein or required from the context in which such term is used.
2. **AMENDMENT TO DEED OF TRUST.** The Deed of Trust is hereby amended and modified to secure, without limitation, the making of all payments and the performance of all obligations under the terms of the Loan Documents as modified and amended by the First Amendment to Loan and Note, including the extension of the Maturity Date of the Loan to July 15, 2018 and the increase in the maximum Loan Amount to \$17,597.91, together with such additional obligations of Borrower as are otherwise set forth herein, and the definition of the term "**Loan Documents**" as used in the Deed of Trust is hereby modified to include this Amendment and the Modification Agreement.
3. **LENDER'S LIEN PRIORITY.** All of the Property shall remain and continue in all respects subject to the Deed of Trust, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to such property. Borrower shall provide, at Borrower's sole cost and expense, such endorsements to Lender's existing ALTA Extended Coverage Policy of Title Insurance as Lender may request insuring the second-lien position of the Deed of Trust as amended, and shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property, and shall execute such indemnity agreements, as may be required by the title company in connection with the issuance of such endorsements or policy.
4. **PAYMENT OF LENDER'S EXPENSES.** Borrower agrees to reimburse Lender for all out-of-pocket expenses incurred by Lender in connection with the drafting, negotiation, execution, delivery, and performance of this Amendment and all related documents, including but not limited to reasonable attorneys' fees and costs incurred by Lender, premiums for any necessary endorsements to Lender's title policy, appraisal fees, recording charges, any escrow fees, and other costs.

5. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. **APPLICABLE LAW.** This Amendment is to be construed in all respects and enforced according to the laws of the State of Washington, without regard to that state's choice of law rules.

EXECUTED as of the day and year first above written.

Grantor:




Ryan S. Ferrill

STATE OF WASHINGTON)
 ss.)
COUNTY OF SKAMANIA)

On this day personally appeared before me Ryan S. Ferrill, to me known to be the person that executed the foregoing instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of July, 2014.

NOTARY PUBLIC
STATE OF WASHINGTON
KARI R. FAGERNESS
MY COMMISSION EXPIRES
APRIL 18, 2015



Printed Name
Kari R. Fagerness

NOTARY PUBLIC in and for the State of
Washington, residing at
Stevenson, WA

My Commission Expires
4/18/2015

Title Order No.: 00139559

EXHIBIT "A"

That portion of the Northeast quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the North boundary of the North Bank Highway right of way which is South 85°52' West 195.5 feet from the Northwest corner of the property owned in the year 1923 by School District 9; thence North 38°03' West 116 feet along the old Gunther-Gattanini Road; thence North 8°01' West 150 feet; thence South 81°59' West 200 feet; thence South 16°21' East along a creek at a distance of 6 feet from the center of said creek a distance of 100 feet; thence South 32°01' East continuing along a aforesaid creek 6 feet from its center for a distance of 166 feet to the North boundary of the North Bank Highway right of way; thence North 83°29' East along said North right of way 170 feet to the Point of Beginning.

EXCEPT that portion conveyed to the State of Washington by deed recorded November 20, 1925, in Volume "U", page 464, records of Skamania County, Washington.

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