AFN #2016001391 Recorded Jul 18, 2016 09:15 AM DocType: MISC Filed by: COLUMBIA GORGE TITLE Page: 1 of 3 File Fee: \$75.00 Auditor Robert J. Waymire Skamania County, WA

When recorded return to:

Julie Mayfield
Po Box 425
Steverson, UA 98648

#### RELEASE OF PERSONAL GUARANTY

THIS AGREEMENT (this "Agreement") is made this 22 day of January, 2016 by and between Skamania Economic Development Council, a Washington non-profit corporation ("Lender"), and Julie Mayfield, d/b/a/ Natjulie Great Products, a sole proprietorship, ("Borrower").\

# **RECITALS:**

WHEREAS, the Lender and Borrower were parties to a Revolving Loan Fund Loan and Security Agreement dated February 22, 2010 (the "Loan Agreement"), under which Lender agreed to supply Borrower loan funds in the amount of \$16,575.28;

WHEREAS, as a condition of its loaning funds to Borrower, Lender required Borrower to secure Lender's interests by executing a personal guaranty which was recorded on February 24, 2010 as Document No. 2010174968 in the official records of Skamania County (the "Guaranty"); and

WHEREAS, Lender is willing to release and discharge Borrower from its obligations under the Guaranty in consideration of the final payment of funds owed to the Lender.

### PROVISIONS:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Lender and Borrower hereby agree as follows:

- 1. CONSIDERATION FOR RELEASE. In consideration for the release from the Guaranty more fully described in Section 2 of this Agreement, Borrower agrees to pay the loan payoff amount of Four thousand six hundred eighty-two dollars and twenty-eight cents (\$4,682.28) to Lender upon execution of this Agreement by both parties hereto.
- 2. RELEASE FROM GUARANTY. Upon receipt by Lender of the payment described in Section 1 of this Agreement, Lender hereby irrevocably releases and discharges the Borrower from any and all obligations, duties, covenants and responsibilities under the Guaranty.
- 3. ENTIRE AGREEMENT; AMENDMENTS OR MODIFICATION. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement may not be amended or modified except in writing executed by both parties.
- 4. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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5. GOVERNING LAW. This Agreement, as well as all rights and obligations of the parties hereto, shall be governed, construed and interpreted according to the internal laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### LENDER:

SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL

Pat Albaugh, executive director

BORROWER:

Julie Mayfield

STATE OF WASHINGTON

SS.

# **COUNTY OF SKAMANIA**

I certify that I know or have satisfactory evidence that Pat Albaugh is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 22, 2016

Notary name printed or typed: Kar, fageross Notary Public in and for the State of Washington

Residing at Stevenson, wa

My appointment expires: 4/18/2019

Notary Public
State of Washington
KARI R FAGERNESS
MY COMMISSION EXPIRES
April 18, 2019

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## STATE OF WASHINGTON

SS.

### **COUNTY OF SKAMANIA**

I certify that I know or have satisfactory evidence that Julie Mayfield is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 21, 2016

Notary name printed or typed: Kari R, Fagreries 5

Notary Public in and for the State of Washington

Residing at State of Washington

My appointment expires: 4/18/2019

Notary Public
State of Washington
KARI R FAGERNESS COMMISSION EXPIRES April 18, 2019