AFN #2017001311 Recorded Jun 27, 2017 12:47 PM DocType: MULTI Filed by: NWFCS Spokane Page: 1 of 6 File Fee: \$151.00 Auditor Robert J. Waymire Skamania County, WA

Return Address:

NWFCS-Spokane PO Box 2515 Spokane, WA 99220-2515

**Document 1 Title:** Modification of Mortgage

Grantors:

Reference Number: 2016001712

Broughton Lumber Co.

Grantees:

Northwest Farm Credit Services, PCA

Document 2 Title: Modification of Financing Statement

Grantors:

Reference Number: 2016001712

Broughton Lumber Co.

Grantees:

Northwest Farm Credit Services, PCA

Document 3 Title: Modification of Fixture Filing

**Grantors:** 

Reference Number: 2016001712

Broughton Lumber Co.

Grantees:

Northwest Farm Credit Services, PCA

Legal description (abbreviated form, i.e. lot, block, plat or S, T, R quarter/quarter):
Ptns. Sections 2, 3, 10, 14 and 15, Township 4 North, Range 9 East, Willamette Meridian, Skamania County, Washington.

Additional legal is on pages 5-6

**Assessor's Property Tax Parcel/Account Numbers:** 04-09-00-0-0-0101-00; 04-09-00-0-0-0102-00; 04-09-00-0-0-0103-00; 04-09-00-0-0-0200-00; 04-09-00-0-0-0300-00; 04-09-00-0-0-0400-00

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## MODIFICATION OF MORTGAGE, FINANCING STATEMENT AND FIXTURE FILING

This Modification of Mortgage, Financing Statement and Fixture Filing (this "Modification"), dated as of May 26, 2017, is made by and between BROUGHTON LUMBER CO., a Washington corporation ("Mortgagor"), whose address is P.O. Box 266, Bingen, WA 98605, and NORTHWEST FARM CREDIT SERVICES, PCA, a corporation organized and existing under the laws of the United States ("Mortgagee"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, a Mortgage, Financing Statement and Fixture Filing, dated August 11, 2016 was executed in favor of Mortgagee, which was recorded on August 23, 2016, as Instrument No(s). 2016001712 in the Official Records of Skamania County, Washington (as modified, amended or restated, the "Mortgage"), covering the land described on the attached Exhibit A;

WHEREAS, Mortgagee has agreed to renew an existing note(s) to be evidenced by that certain Note, dated on or around even date herewith, payable to the order of Mortgagee, in the face principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Renewed Note") and the parties wish to acknowledge that the obligations evidenced by the Renewed Note are secured by the Mortgage.

WHEREAS, the obligations secured by the Mortgage are now hereby described as follows:

- 3.1 <u>Secured Obligations</u>. This Mortgage, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):
- a. The full and punctual payment of the indebtedness evidenced by that certain note(s) described below, in favor of Mortgagee (the "Note(s)") with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Note(s) and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Note(s), as well as any prepayment fees provided for in the Note(s) or as it may be amended to provide for such prepayment fees;

Note No.	Date of Note	Principal Amount	Final Installment Date
6229043	May 26, 2017	\$500,000.00	June 1, 2020

- b. Payment and performance of the obligations under the Note(s) and Loan Documents (including future advances) and under any and all other present and future agreements executed in relation to the Note(s);
- c. Payment of such additional sums with interest thereon as may be due to Mortgagee under any provisions of this Mortgage;
- d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Mortgagee, and which are contained in a document which recites that it is secured by this Mortgage;
- e. Payment of all amounts advanced by (or on behalf of) Mortgagee to improve, protect or preserve the Collateral or the security of this Mortgage, with interest on such amounts as provided in this Mortgage;
- f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing; and

g. Payment of charges as allowed by law, when such charges are made for any Mortgagee statement or other statement regarding the Secured Obligations.

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, Mortgagor and Mortgagee now agree to modify the Mortgage 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 Mortgage shall be deemed also to include the Renewed Note.
- c. All references in the Mortgage to the "Mortgage" are deemed to refer to the Mortgage 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 Mortgage

## ARTICLE 2 MISCELLANEOUS

- 2.1 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

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.

**MORTGAGOR:** 

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

BROUGHTON LUMBER CQ.	
By: Dela, Sterm	
Rees A. Stevenson, President	
MODECA CIET.	h.
MORTGAGEE: NORTHWEST FARM CREDIT SERVICES, PCA	Th
	7
By Swa Myan	. 70
Authorized Agent	h. "
STATE OF MAShington	
STATE OF OSS.	
STATE OF Washington  County of Kirckitat  St. Add.	
On this 31 st day of May, 2017, before me personally appeared Rees A	A. Stevensor
known to me to be the President of Broughton Lumber Co., the corporation that executed the with	in instrument
and acknowledged to me that such corporation executed the same as its free act and deed; and on o	
-he was authorized to execute said instrument.	l.
NOTARY PUBLIC DO M Monday	l.
STATE OF WASHINGTON Notary Public for the State of Washington	
KAREN M MERTEN Residing at Park dale . Ne	
KAREN M MERTEN  MY COMMISSION EXPIRES  Residing at Park dale, DR  My commission expires, 2/15/2021	
FEBRUARY 15, 2021 Printed Name Karen M. Morten	
	#
STATE OF ( ) Making Man	
)ss.	
STATE OF Washington )ss.  County of 500 Kone.	
On this and day of June, 2017, before me personal	y appeare
Gina Bryan, known to me to be an authorized agent of Northwest Farm Credit S	ervices, PCA
that executed the within instrument, and acknowledged to me that such corporation executed the sa act and deed; and on oath stated that he/she was authorized to executed said instrument.	ime as its ire
act and deed, and on oath stated that he sie was authorized to exceded said instrument.	
Jun Tegge	
JOANN TEGGE Notar Public for the State of Washington	
NOTARY PUBLIC: (I Residing at SONKALLE . (N/A	
STATE OF WASHINGTON  My commission expires August 20, 2020	
COMMISSION EXPIRES Printed Name To An Tegge	
AUGUST 20, 2020 2	

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## EXHIBIT A PROPERTY DESCRIPTION

PARCEL I: 04-09-00-0-0-0101-00

The Southeast Quarter of the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter of the Southeast Quarter, the South Half of the Northwest Quarter of the Southeast Quarter, the North Half of the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of the Southeast Quarter all in Section 2, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II: 04-09-00-0-0-0102-00

The Northwest Quarter of the Southeast Quarter of Section 3, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel III: 04-09-00-0-0103-00

The Southeast Quarter of the Southeast Quarter of Section 10, the Northwest Quarter of the Northeast Quarter, the East Half of the Northeast Quarter of the Northwest Quarter, the Northeast Quarter of the Northeast Quarter, the South Half of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter of the Southwest Quarter and the North Half of the Southeast Quarter of Section 15, all in Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL IV: 04-09-00-0-0-0200-00

Government Lot 8 in Section 2, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL V: 04-09-00-0-0300-00

Government Lots 2, 3, 6, 7, 10 and 11, the North Half of the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the North Half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of th

The Northeast Quarter of the Southeast Quarter, the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 3.

The Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter, the Northeast Quarter of the Northeast Quarter, the West Half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 10.

The West Half of the Northeast Quarter of the Northwest Quarter of Section 15.

All in Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Modification of Mortgage, Financing Statement and Fixture Filing (Broughton Lumber Co./Note No. 6229043)

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PARCEL VI: 04-09-00-0-0-0400-00

The Southwest Quarter of Section 14, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.