

WHEN RECORDED RETURN TO:

Alice Kuo, Esq.

Valance Co., Inc.

1215 King Cross

Christiansted, U.S. Virgin Islands 00820

Skamania County, WA
Total: \$114.50
TRST
Pgs=11**2020-000282**

02/03/2020 02:43 PM

Request of: ALICE KUO, ESQ



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DOCUMENT TITLE(S)AMENDED PROMISSORY NOTE EXTENSION AGREEMENT and
MODIFICATION TO THE AMENDED PROMISSORY NOTE EXTENSION AGREEMENT**REFERENCE NUMBER(S) of Documents assigned or released:**

2010-174653 (Document Type: Deed of Trust)

☐ Additional numbers on page _____ of document.**GRANTOR(S):**

BACCHUS PARTNERS, LLC

JEFFREY A. MILLER

☐ Additional names on page _____ of document.**GRANTEE(S):**WARREN B. MOSLER AS TRUSTEE OF THE WARREN B. MOSLER REVOCABLE TRUST UNDER WRITTEN TRUST
AGREEMENT DATED AS OF MARCH 2, 1997, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT
DATED OCTOBER 14, 2008☐ Additional names on page _____ of document.**LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):**

SW 1/4 SEC 20 T3N

☒ Complete legal on page 8-10 of document.**TAX PARCEL NUMBER(S):**

03102000080000 and 03102000080300

☐ Additional parcel numbers on page _____ of document.The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to
verify the accuracy or completeness of the Indexing information.

AMENDED PROMISSORY NOTE EXTENSION AGREEMENT


This Amended Promissory Note Extension Agreement ("Extension Agreement") is effective as of January 3, 2015, by and between JEFFREY A. MILLER ("Maker") and WARREN B. MOSLER AS TRUSTEE OF THE WARREN B. MOSLER REVOCABLE TRUST UNDER WRITTEN TRUST AGREEMENT DATED AS OF MARCH 2, 1997, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED OCTOBER 14, 2008 ("Holder"),

WHEREAS, Maker and Holder have entered into an Amended Promissory Note, dated January 5, 2010, for the amount of One Million Dollars (\$1,000,000.00) ("Amended Note"). See Exhibit A. Under the Amended Note, the entire unpaid principal balance plus all unpaid interest accrued was due and payable in full on January 4, 2015 ("Amended Note's Maturity Date").

WHEREAS, Maker and Holder desire to enter into this Extension Agreement in order to extend the Amended Note's Maturity Date from January 4, 2015 to January 4, 2025.

NOW, THEREFORE, for valuable consideration, Maker and Holder hereto agree as follows:

1. The Amended Note's Maturity Date is extended to January 4, 2025 ("New Maturity Date"), on which date the entire unpaid principal balance plus all unpaid interest accrued shall be paid in full without further notice or demand. Maker shall continue to make interest payments to Holder as outlined in paragraph 4 below.
2. The outstanding principal amount due under the Amended Note is One Million Dollars (\$1,000,000.00). As of December 5, 2019, the outstanding interest amount accrued under the Amended Note is Two Hundred and One Thousand and Eight Hundred and Eighty Dollars (\$201,880.00). Additionally, late charge fee and late charge interest have also accrued under the terms of the Amended Note.
3. Commencing on December 6, 2019, the unpaid principal shall accrue interest at the rate of six percent (6%) per annum.
4. Maker shall pay the unpaid principal and interest to Holder as follows:
 - (i) Quarterly installments of interest only shall be due and payable beginning January 5, 2020, and continuing on each April 5, July 5, October 5, and January 5 thereafter until the entire unpaid principal balance has been paid in full;
 - (ii) The entire unpaid principal balance plus all unpaid interest accrued shall be due and payable in full on the earlier of (a) January 4, 2025 and (b) immediately upon acceleration as provided in the Amended Note.
5. Maker covenants and agrees with Holder that it has no defenses to the payment of the Amended Note and the performance of Maker's obligations under the Amended Note and this Extension Agreement.
6. The unpaid indebtedness due hereunder may be prepaid in whole or in part at any time prior to the New Maturity Date without any penalty or premium, provided that interest shall be paid to the date of payment on the principal amount prepaid.
7. Except as expressly modified herein, all other terms and conditions of the Amended Note shall remain unchanged and in effect.

Maker's Initial: 

IN WITNESS WHEREOF, the parties have executed and agreed to this Extension Agreement on December 26, 2019.

MAKER:
JEFFREY A. MILLER

By: [Signature]
Name: Jeffrey A. Miller

ACKNOWLEDGMENT

State of Oregon
County of Multnomah

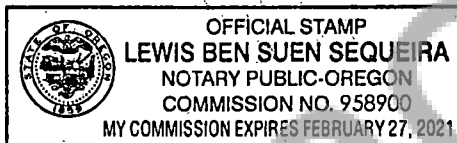
On December 30, 2019 before me Lewis Ben Suen Sequeira,
personally appeared Jeffrey A. Miller

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



HOLDER:
WARREN B. MOSLER AS TRUSTEE OF THE
WARREN B. MOSLER REVOCABLE TRUST UNDER
WRITTEN TRUST AGREEMENT DATED AS OF
MARCH 2, 1997, AS AMENDED BY AMENDED AND
RESTATED TRUST AGREEMENT DATED
OCTOBER 14, 2008

By: [Signature]
Name: Warren B. Mosler

ACKNOWLEDGMENT

Territory US Virgin Islands
State of US Virgin Islands
County of St. Croix
District

On Jan. 16, 2020 before me Mario Aiello,
personally appeared Warren B. Mosler

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mario Aiello (Seal)

Mario Aiello
Notary Public, USVI
NP-218-19
Commission Expires May 22, 2023

EXHIBIT A

Unofficial
Copy

AMENDED
PROMISSORY NOTE

\$1,000,000.00

Palm Beach County, FL
January 5, 2010

THIS PROMISSORY NOTE ("AMENDED NOTE") AMENDS AND REPLACES THAT CERTAIN PROMISSORY NOTE FROM JEFF MILLER TO WARREN B. MOSLER, DATED AUGUST 15, 2007 (THE "NOTE") IN THE AMOUNT OF \$2,250,000.00. THIS PROMISSORY NOTE REFLECTS THE REMAINING PRINCIPAL BALANCE OF THE PROMISSORY NOTE TOGETHER WITH ALL ACCRUED INTEREST THROUGH JANUARY 5, 2010. WARREN B. MOSLER ASSIGNED SUCH NOTE TO WARREN B. MOSLER AS TRUSTEE OF THE WARREN B. MOSLER REVOCABLE TRUST UNDER WRITTEN TRUST AGREEMENT DATED AS OF MARCH 2, 1997, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED OCTOBER 14, 2008.

FOR VALUE RECEIVED, JEFFREY A. MILLER ("Borrower"), hereby promises to pay to WARREN B. MOSLER AS TRUSTEE OF THE WARREN B. MOSLER REVOCABLE TRUST UNDER WRITTEN TRUST AGREEMENT DATED AS OF MARCH 2, 1997, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED OCTOBER 14, 2008, or order, (hereinafter called "Lender"), at 5000 Southgate, Christiansted, VI 00820 (or such other place as Lender may direct from time to time), in lawful money of the United States and in immediately available funds, the principal amount of One Million Dollars (\$1,000,000.00), together with interest accrued on the unpaid balance thereof as follows: the Interest Rate shall be a floating rate EQUAL TO THE Three Month LIBOR on July 15, 2006 (recalculated monthly), plus one whole percentage point (also known as one hundred basis points). The "Three Month LIBOR" is the interest rate published in the Wall Street Journal as Three Month LIBOR.

Borrower shall pay the unpaid principal and interest to Lender as follows:

- (i) Quarterly installments of interest only shall be due and payable beginning April 5, 2010 and continuing on each July 5, October 5, January 5 and April 5 thereafter until the entire unpaid principal balance has been paid in full;**
- (ii) The entire unpaid principal balance plus all unpaid interest accrued shall be due and payable in full on the earlier of (a) **January 4, 2015** and (b) immediately upon acceleration as provided in the Note (each of which is the "Maturity Date")**

If any installment of interest payable under this Note is not paid to Holder within fifteen (15) days of the due date thereof, then Borrower shall pay immediately to Holder a late charge equal to two percent (2.0%) of the payment amount.

Initials: jm

If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid on demand, from the date thereof until the date actual payment (and before as well as after judgement) computed on the per annum rate of eighteen percent (18%).

All interest payable hereunder shall be computed on the basis of the actual days elapsed and a year of 360 days.

The occurrence of any one or more of the following shall be an event of default hereunder:

1. Borrower shall fail to pay any of his obligations or perform any of his other obligations under this Amended Note within 10 days after the effective date of written notice from the Lender to the Borrower that it is due or to be performed; or
2. An event of default occurs under the Deed of Trust signed by Bacchus Partners, LLC as the grantor and the Lender as the beneficiary, dated of even date herewith, encumbering real property located in Skamania County, Washington, to secure this Amended Note ("Deed of Trust").

Upon the occurrence of an event of default, the holder hereof may declare the outstanding principal balance hereof immediately due and payable (such declaration being known as acceleration) and Borrower shall immediately pay the holder all such amounts, with interest accrued but unpaid thereon to the date of payment in full at the applicable rate as provided herein. Additionally, in such event, Lender (or holder) is authorized to foreclose the Deed of Trust.

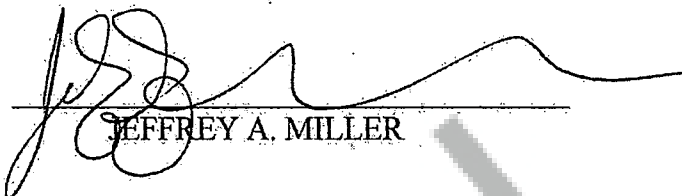
Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest, and demand and notice of protest, demand, dishonor, and nonpayment of this Amended Note.

Borrower agrees to pay all collection expenses, court costs, and reasonable attorney fees and disbursements (whether or not litigation is commenced) that may be incurred in connection with the collection or enforcement of this Amended Note or foreclosure of the Deed of Trust.

This Amended Note shall be governed by and construed in accordance with the laws of Florida, without giving effect of choice of laws.

Any notice sent to the Lender by the Borrower in connection with this Note shall be hand delivered or sent through the United States Postal Service, by certified mail, return receipt requested, to 5000 Southgate, Christiansted, St. Croix, VI 00820 or such other address as the Lender may have given to the Borrower for such purpose. Any notice of default sent to the Borrower by the Lender in connection with this Note shall be hand delivered or sent through the United States Postal Service, by certified mail, return receipt requested, to the address set forth below or such other address as the Lender may have for the Borrower. Such notice shall be

effective on the date it is hand delivered or deposited with the United States Postal Service, as evidenced by the return receipt.

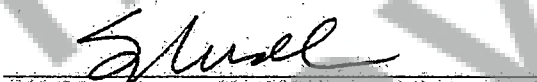

JEFFREY A. MILLER

Borrower's Address for Notice:

P.O. Box 130
Underwood, WA 98651

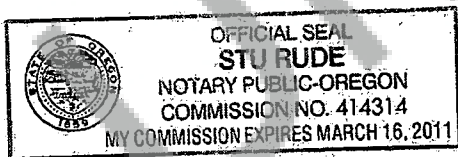
STATE OF OREGON
COUNTY OF MULTNOMAH

The foregoing instrument was acknowledge before me this 5th day of Jan., 2010
~~2009~~, by JEFFREY A. MILLER, who < > is personally known to me or < > has produced
us Passport as identification.

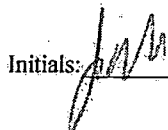

Stu Rude
(Print Name)

(Notary Seal)

Notary Public in the State and County Aforesaid
My Commission No. 414314
My Commission Expires: 3/16/11



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Initials: 

**MODIFICATION TO THE AMENDED PROMISSORY
NOTE EXTENSION AGREEMENT**

[Modification to Quarterly Interest Payment Schedule]

Holder/Holder's Address:	WARREN B. MOSLER AS TRUSTEE OF THE WARREN B. MOSLER REVOCABLE TRUST UNDER WRITTEN TRUST AGREEMENT DATED AS OF MARCH 2, 1997, AS AMENDED BY AMENDED AND RESTATED TRUST AGREEMENT DATED OCTOBER 14, 2008, at 1215 King Cross, Christiansted, St. Croix, U.S. Virgin Islands 00820	
Maker/ Maker's Address:	JEFFREY A. MILLER, at P.O. Box 130, Underwood, WA 98651	
Note:	- Amended Promissory Note Effective Date: January 5, 2010 Principal Amount: \$1,000,000.00 Maturity Date: January 4, 2015	- Amended Promissory Note Extension Agreement Effective Date: January 3, 2015 Principal Amount: \$1,000,000.00 Maturity Date: January 4, 2025
Lien Documents:	A Deed of Trust was made on January 5, 2010 among BACCHUS PARTNERS, LLC, a limited liability company, as GRANTOR(S), whose address is P.O. Box 130, Underwood, WA 98651, and SKAMANIA COUNTY TITLE COMPANY as TRUSTEE, whose address is P.O. Box 277, 41 Russell Street, Stevenson, WA 98648, and Warren B. Mosler as Trustee of the Warren B. Mosler Revocable Trust under written Trust Agreement dated as of March 2, 1997, as amended by Amended and Restated Trust Agreement dated October 14, 2008 as BENEFICIARY, whose address is 5000 Southgate, Christiansted, VI 00820, whereby Grantor(s) irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in SKAMANIA County, Washington with Tax Parcel Numbers 03102000080000 and 03102000080300 for the purpose of securing performance of the Amended Promissory Note.	

This Modification to the Amended Promissory Note Extension Agreement ("Modification") is effective as of January 3, 2015, by and between Maker and Holder,

WHEREAS, Maker and Holder have previously agreed to the following quarterly interest payment schedule under Section 4(i) of the Amended Promissory Note Extension Agreement: "Quarterly installments of interest only shall be due and payable beginning January 5, 2020, and continuing on each April 5, July 5, October 5, and January 5 thereafter until the entire unpaid principal balance has been paid in full";

WHEREAS, Maker and Holder desire to enter this Modification to modify Section 4(i) of the Amended Promissory Note Extension Agreement.

NOW, THEREFORE, for valuable consideration, Maker and Holder hereto agree as follows:

1. Section 4(i) of the Amended Promissory Note Extension Agreement shall be modified as written below:
 - (i) Quarterly installments of interest only shall be due and payable beginning July 5, 2020, and continuing on each October 5, January 5, April 5, and July 5 thereafter until the entire unpaid principal balance has been paid in full;
2. Except as expressly modified herein, all other terms and conditions of the Amended Promissory Note Extension Agreement shall remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed and agreed to this Modification on December 31, 2019.

Maker: Jeffrey A. Miller

By: _____

Name: Jeffrey A. Miller

**Holder: WARREN B. MOSLER AS TRUSTEE
OF THE WARREN B. MOSLER
REVOCABLE TRUST UNDER WRITTEN
TRUST AGREEMENT DATED AS OF
MARCH 2, 1997, AS AMENDED BY
AMENDED AND RESTATED TRUST
AGREEMENT DATED OCTOBER 14, 2008**

By: _____

Name: Warren B. Mosler

COMPLETE LEGAL DESCRIPTION

TAX PARCEL NUMBERS 03102000080000 AND 03102000080300

03-10-2000-0800

The West Half of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian,

EXCEPT that portion thereof lying Northerly of the center line of the county road known and designated as the Kollock Road;

ALSO EXCEPT a tract of land located in the Southwest Quarter (SW 1/4) of Section 20, Township 3 North, Range 10 E.W.M., described as follows:

Beginning at the southwest corner of the said Section 20; thence along the south line of the said section 20 south 88°53' east 1,305.31 feet; thence north 1,590.13 feet to the center line of County Road No. 3130 designated as the Kollock-Knapp Road, said point being the initial point of the tract hereby described; thence south 279 feet; thence north 44°16' west 623.85 feet; thence north 279 feet to the centerline of said Kollock-Knapp Road; thence following the centerline of said road southeasterly 624 feet, more or less, to the initial point; said tract containing three acres, more or less;

SUBJECT TO easements and rights of way for public road, telephone and electric power transmission lines;

TOGETHER WITH an easement for a water pipeline as now installed and constructed over and across the East Half of Section 19, Township 3 North, Range 10 East of the Willamette Meridian; and the right to take water through said pipe from a spring and reservoir system located in the South Half of Section 18, Township 3 North, Range 10 East of the Willamette Meridian, lying Southerly of the county road known and designated as the Kollock Road.

The West 16 rods of the Southeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian;

TOGETHER WITH that portion of the West Half of the Northeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, lying Southerly of the county road known and designated as the Kollock Road;

EXCEPT that parcel of land located in the South Half of the Southwest Quarter of Section 20, Township 3 North, Range 10 East, Willamette Meridian, County of Skamania, State of Washington, more fully described as follows:

Commencing at a point South 88°49'56" East, a distance of 1101.67 feet from the Southwest corner of said Section 20, said point is on the South line of said Section 20 and is the True Point of Beginning; thence continuing along the South line South 88°49'56" East, a distance of 271.20 feet; thence North 1°10'04" East, a distance of

211.99 feet to a Bell Design Co. yellow plastic survey cap set on a #5 rebar; thence North 87°53'13" West, a distance of 271.23 feet to another Bell Design Co. yellow plastic survey cap set on a #5 rebar; thence South 1°10'04" West, a distance of 216.46 feet, more or less, to the True Point of Beginning, containing 1.33 acres, more or less.

TOGETHER WITH a 20-foot wide easement over an existing gravel driveway for ingress and egress from the Cook-Underwood County Road to the West side of the above described property.

Reserving to the grantor a 20-foot wide easement over said existing gravel driveway through the Northwest corner of the herein described real property.

SUBJECT TO that certain "Dedication Deed" to Skamania County for County Road right-of-way known and designated as Cook-Underwood Road, recorded under auditor file number 80757.

TOGETHER WITH the right to use the existing gravel driveway located North of the herein described real property to access the shop building.

TOGETHER WITH the following declaration which constitutes a negative covenant running with the above described real property:

The owner, on behalf of his/herself, his/her heirs, successors and assigns, declares that the real property described herein is located adjacent to or in close proximity to real property zoned for use as agricultural and forest land (AG-1, AG-2, F-2, or F-3). Owners of said agricultural and forest lands are entitled to engage in accepted agricultural or forest practices, and the same shall not constitute a nuisance or be the basis of any cause of action by the undersigned or anyone whose title is derived from him/her.

03-10-2000-0803

All that portion of the following described tract lying Southerly of County Road No. 31300 designated as the Kollock-Knapp Road:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian; thence East along the South line of the said Section 20 a distance of 16 rods to the initial point of the tract hereby described; thence North 80 rods to a point which is 16 rods East of the Northwest corner of the Southeast Quarter of the Southwest Quarter of the said Section 20; thence East along the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 16 rods; thence South at right angles to the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 40 rods; thence West parallel to the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 40 rods to intersection with the South line of the said Section 20; thence West along the South line of the said Section 20 to the initial point.

EXCEPT a tract of land located in the Southwest Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the said Section 20; thence East along the South line of the said Section 20 a distance of 264 feet to the initial point of the tract thereby described; thence North parallel to the East line of the Southeast Quarter of the Southwest Quarter of the said section 20 a distance of 250 feet; thence East 132 feet; thence South parallel to the East line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 250 feet to the South line of the said Section 20; thence West along said South line to the initial point.

Gary H. Martin, Skamania County Assessor
Date 2/1/05 ⁶⁵ Parcel # 3-10-20-800 + 803