

Recording Requested By And  
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Skamania EDC  
P.O. Box 436  
Stevenson, WA 98648

Skamania County, WA  
Total: \$418.00 Pgs=4  
TRST AGLS  
Request of: COLUMBIA GORGE TITLE- SKAMANIA  
eRecorded by: Simplifile  
**2020-000909**  
04/21/2020 03:21 PM

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**AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

Grantor: LORI J. SALTNESS, an individual  
Grantee/Beneficiary: SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL, a  
Washington non-profit corporation  
Legal Description: Lot 13 of Block 1 of the FIRST ADDITION TO HILLCREST ACRES  
according to the Official Plat thereof on file and of record at page 97 of Book "A" of Plats,  
records of Skamania County, Washington.

Assessor's Tax Parcel No.: 03-75-36-3-2-2600-00

This Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Amendment") is made on the 20th of April, 2020, between LORI J. SALTNESS, an individual, whose address for purposes of this Deed of Trust is 244 NE Hillcrest, Stevenson, Washington 98648, Grantor, COLUMBIA GORGE TITLE COMPANY, whose address is 41 SW Russell Avenue/P.O. Box 277, Stevenson, WA 98648, Grantee/Trustee, and SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL, a Washington non-profit corporation, whose address is P.O. Box 436, Stevenson, WA 98648, Grantee/Beneficiary.

**RECITALS**

A. This Amendment pertains to that certain Deed of Trust dated January 8, 2015, executed and delivered by Grantor to Columbia Gorge Title Company, as Grantee/Trustee, for the benefit of Skamania County Economic Development Council, as Grantee/Beneficiary, and recorded in the Auditor's Office of Skamania County, Washington on January 8, 2015, under Auditor's File No. 2015000033 ("Deed of Trust").

B. Grantor and Beneficiary have agreed to amend the Deed of Trust to release collateral, including real and personal property as described below, and to reflect an additional

loan made to Kitsune, LLC and Kitsune Fox, LLC in the amount of \$40,000.00, to reflect a new loan balance of \$137,720.39.

## **AGREEMENT**

Therefore, the parties hereto agree as follows (unless otherwise indicated, all capitalized terms used herein shall have the same meanings as are attributed thereto in the Deed of Trust):

**1. Release of Real Property Secured by Deed of Trust.** The Deed of Trust is hereby amended to release only the real property legally described as Lot 6, Block 1, FIRST ADDITION TO HILLCREST ACRE TRACTS, according to the Official Plat thereof, recorded in Book A of Plats, Page 97, in the County of Skamania, State of Washington.

**2. Priority Unaffected.** The Real Property in Skamania County, Washington, described as Lot 13 of Block 1 of the FIRST ADDITION TO HILLCREST ACRE TRACTS according to the Official Plat thereof on file and of record in Book "A" of Plats, records of Skamania County, Washington, shall remain subject to the lien of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the debt secured by the Deed of Trust, except as specifically set forth herein. Grantor acknowledges and agrees that the Note evidences a valid and subsisting debt and that all liens and security interests securing payment of the Note, including the lien of the Deed of Trust, are valid and subsisting, shall remain in full force and effect, and are hereby brought forward, extended and renewed to secure payment of the Note.

**3. Release of Personal Property Secured by Deed of Trust.** The Deed of Trust is hereby amended to release the personal property secured by the Deed of Trust, as that term is defined in the Deed of Trust, and including, but not limited to, the furniture, fixtures, and equipment owned by Kitsune Fox, LLC and Kitsune, LLC. Beneficiary shall file a termination of its UCC-1 Financing Statement within 30 days of mutual execution of this Agreement.

**4. Increase in Loan Amount.** The Deed of Trust is hereby amended to provide that Beneficiary has agreed to loan an additional \$40,000 to Maker. The Note will be amended to reflect the new loan balance of \$137,720.39.

**5. Grantor's Representations and Warranties.** Grantor reaffirms to Beneficiary each of the representations, warranties, covenants and agreements of Grantor set forth in the Deed of Trust, and acknowledges and agrees that such representations, warranties, covenants and agreements of Grantor remain in full force and effect. Grantor agrees that Grantor has no existing claims, defenses or rights of setoff with respect to the loan evidenced by the Note, and that Beneficiary has performed all of its obligations under the Deed of Trust.

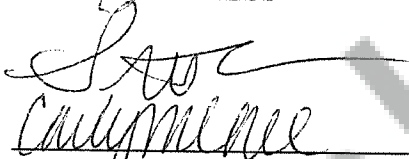
**6. Miscellaneous.** All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor has executed this Amendment the day and year first above written.

*[The balance of this page has intentionally been left blank.]*


**GRANTOR:**

  
LORI J. SALTNESS

  
KITSUNE, LLC, a Washington limited liability company

By:


Its:

  
KITSUNE FOX, LLC, a Washington limited liability company

By:

Its:

**BENEFICIARY:**

  
SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL, a Washington non-profit corporation

By:

Its:

*[The balance of this page has intentionally been left blank. Notary page follows.]*