

Recording Requested By And  
When Recorded Mail To:  
Skamania EDC  
P.O. Box 436  
Stevenson, WA 98648

Skamania County, WA  
Total: \$420.00 Pgs=6  
TRST AGLS  
Request of: COLUMBIA GORGE TITLE- SKAMANIA  
eRecorded by: Simplifile  
**2020-001421**  
06/17/2020 01:11 PM

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

Grantor: DAVID GRANVILLE LILLEGARD and MARK DANIEL LILLEGARD, as tenants in common, and STEPHANIE LILLEGARD, for purposes of her homestead

Grantee/Beneficiary: SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL, a Washington non-profit corporation

Legal Description: Ptn. Sec 36, T3N, R7E W.M.

Assessor's Tax Parcel Nos.: 03073610090000 and 0373610090006

This Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Amendment") is made on the 11<sup>th</sup> of June 2020, between DAVID GRANVILLE LILLEGARD and MARK DANIEL LILLEGARD, as tenants in common, whose address for purposes of this Deed of Trust is 641 Kanaka Creek Road, Stevenson, WA 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 April 11, 2018, 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 April 12, 2018, under Auditor's File No. 2018000695 ("Deed of Trust").

B. Grantor and Beneficiary have agreed to amend the Deed of Trust to reflect an additional loan made to Brown Badger, LLC in the amount of \$40,000.00, to reflect a new loan balance of \$56,527.00.

**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. Priority Unaffected.** The Real Property in Skamania County, Washington, legally described on Exhibit A, 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.

**2. Increase in Loan Amount.** The Deed of Trust is hereby amended to provide that Beneficiary has agreed to loan an additional \$40,000.00 to Maker. The Note will be amended to reflect the new loan balance of \$56,527.00.

**3. 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.

**4. 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:**

  
\_\_\_\_\_  
DAVID GRANVILLE LILLEGARD

  
\_\_\_\_\_  
MARK DANIEL LILLEGARD

  
\_\_\_\_\_  
STEPHANIE LILLEGARD, spouse of  
David Granville Lillegard

**BENEFICIARY:**

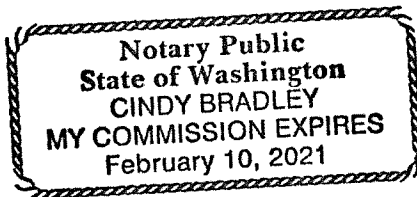
  
\_\_\_\_\_  
SKAMANIA COUNTY ECONOMIC  
DEVELOPMENT COUNCIL, a  
Washington non-profit corporation  
By:  
Its:

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

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that DAVID GRANVILLE LILLEGARD 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 the instrument.

DATED: 6/11/2020, 6/10/2020.

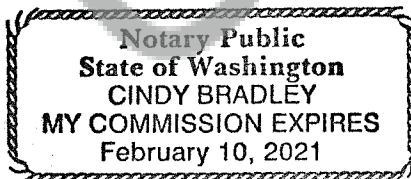


Cindy Bradley  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Skamania  
My Commission Expires: 2/10/2021

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that MARK DANIEL LILLEGARD 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 the instrument.

DATED: 6/11/2020, 6/10/2020.

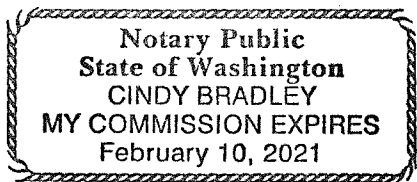


Cindy Bradley  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Skamania  
My Commission Expires: 2/10/2021

STATE OF WASHINGTON                    )  
  ) ss.  
County of Skamania                    )

I certify that I know or have satisfactory evidence that STEPHANIE LILLEGARD 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 the instrument.

DATED: 6/11/2020, 6/10/2020.

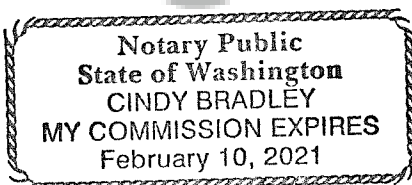


Cindy Bradley  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Skamania  
My Commission Expires: 2/10/2021

STATE OF WASHINGTON                    )  
  ) ss.  
County of Skamania                    )

I certify that I know or have satisfactory evidence that Kevin Waters signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/11/2020, 6/10/2020.



Cindy Bradley  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Skamania  
My Commission Expires: 2/10/2021

## EXHIBIT A

### Property Legal Description

Government Lot 2 in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the following:

1. That portion conveyed to Skamania County by instrument recorded in Book 58, Page 473.
2. That portion conveyed to El Paso Natural Gas by instrument recorded in Book 52, Page 337 and in Book 52, Page 350.
3. That portion conveyed to Christian Aalvik by instrument recorded in Book P, Page 406.
4. That portion conveyed to Taylor by instrument recorded in Book G, Page 25.
5. That portion conveyed to Wachter by instrument recorded in Book G, Page 33.

TOGETHER with that portion described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, thence North 8 rods; thence East 40 rods; thence South 8 rods; thence West 40 rods to the point of beginning.