



When recorded return to:

AVEC GK, Inc.
1104 Main Street, Suite 660
Vancouver, WA 96660
Attention: Russell T. Garrow

Document Title:

DEED OF TRUST MODIFICATION (2022-001410)

THIS DEED OF TRUST, made this 8 day of March 2024, by and between Lewis and Clark RV and Resorts LLC, a Washington limited liability company, as Grantor, whose address is 7607 NE 26th Ave, Vancouver, Washington 98665, and Fidelity National Title Company of Washington Inc, as Trustee, whose address is 1499 SE Tech Center Place, Suite 100, Vancouver, WA 98683, and AVEC GK, Inc., a Washington corporation, as Beneficiary, whose address is 1104 Main Street, Suite 660, Vancouver, Washington 98660.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

See Exhibit A

Abbreviated Legal: **Lewis and Clark: Ptn. Sec 20&Ptn. Sec 19, T2N, R7E W.M.**

Tax Parcel Number: **02-07-20-0-0-1000-00**

Situs: 355 Evergreen Drive North Bonneville, WA.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment by Lewis and Clark RV and Resorts LLC, a Washington limited liability company (the "**Borrower**") of the sum of One Million One Hundred Seventy Thousand and No/100's Dollars (\$1,170,000) (the "**Loan Amount**"), plus applicable fees, costs, and interest, in accordance with the terms of an Loan Agreement and related promissory note of even date therewith between Borrower and Beneficiary, and which is incorporated by reference herein, payable to Beneficiary or order, and made by Grantor and Borrower, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Borrower, or any of Borrower's successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all fees and interest accrued thereon, shall be due and payable in full on June 1, 2024.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by the Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, the Beneficiary may pay the same, and the amount so paid, with default interest at the rate set forth in the note secured hereby, shall be added to, and become a part of the debt secured by this Deed of Trust.
7. **DUE ON SALE:** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

NW/MW

Grantor Initials

↩

Beneficiary Initials

8. **NO FURTHER ENCUMBRANCES:** As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the trust property or any interest therein without the written consent of the Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable to the Beneficiary in order of priority, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

Dr MW

Grantor Initials

CS

Beneficiary Initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligations secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligations.
2. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive their right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, RCW Chapter 61.24, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney fees; (2) to the obligations secured by this Deed of Trust; (3) to the obligations secured by any other deed of trust that is subordinate in right to the Beneficiary, as provided for in Section 3 above; and (4) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted

in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. At the request of Beneficiary, its agents, or attorneys, Grantor shall furnish additional reports and shall give specific answers to questions upon which information is desired from time to time relative to the condition of Grantor and the property.
9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured thereby, whether or not named as Beneficiary therein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the day and year first above written.

GRANTOR:

Lewis and Clark RV and Resorts, LLC

A Washington limited liability company

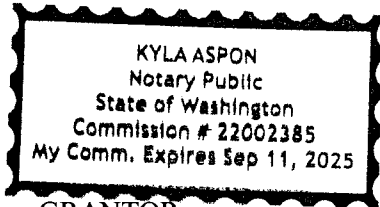
By: 


Michael J. Werner II, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that **Michael J. Werner II, on behalf of Lewis and Clark RV and Resorts, LLC**, is the person who appeared before me, and said person acknowledged that he/she has the authority and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 8, 2024




Notary name printed or typed: Kyla Aspon
Notary Public in and for the State of Washington
Residing at Vancouver, WA 98682
My appointment expires: Sept. 11, 2025

GRANTOR:

Lewis and Clark RV and Resorts, LLC



Denise Werner, Member

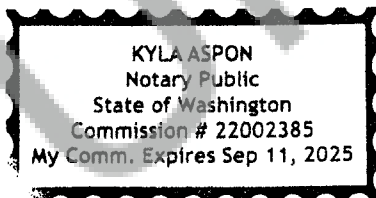
STATE OF WASHINGTON

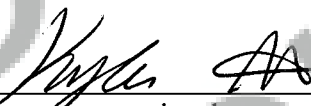
COUNTY OF CLARK

ss.

I certify that I know or have satisfactory evidence that **Denise Werner, on behalf of Lewis and Clark RV and Resorts, LLC**, is the person who appeared before me, and said person acknowledged that he/she has the authority and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 8, 2024




Notary name printed or typed: Kyla Aspon
Notary Public in and for the State of Washington
Residing at Vancouver, WA 98682
My appointment expires: Sept. 11, 2025

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: 3/8/24



Unofficial Copy

**EXHIBIT A
LEGAL DESCRIPTION**

Real property in the County of Skamania, State of Washington, described as follows:

Parcel I:

PARCEL I:

A tract of land in the Hamilton D.L.C. and in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the center line of primary State Highway No. 8 marked by the center of the Westerly pier of the Hamilton Creek bridge as constructed and existing in December 1965; thence following the center line of said highway South 88° 45' West 158.05 feet to the initial point of the tract hereby described; thence following the center line of said highway South 88° 45' West 81.09 feet; thence following the center line of said highway North 84° 17' West 669.6 feet to intersection with the West line of the said Section 20, said point being North 01° 04' East 1,740 feet, more or less, from the corner common to Section 19, 20, 29 and 30, Township 2 North Range 7 East of the Willamette Meridian; thence North 01° 04' East 952.1 feet along the West line of the said Section 20; thence South 61° East 468.35 feet; thence South 22° 04' East 852.23 feet to the initial point.

EXCEPT Right of Way for Primary State Highway No. 8.

PARCEL II:

A tract of land located in the East One-Half, Section 19, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of Lot 4 of the Longview Fibre Company Short Plat as recorded in Book 3 of Short Plats, at Page 48;

Thence North 00° 55' 15" East, along the East line of said Section 19, to the Southerly right-of-way line of the Northwest Pipeline Corporation pipeline easement;

Thence Southwesterly, along said Southerly right-of-way line, to the most northerly corner of Lot 4 of said Longview Fibre Company Short Plat, said point being the intersection of said southerly right-of-way line and the Westerly edge of Hamilton Creek;

Thence South 30° 29' 09" East, along the Easterly line of said Lot 4, a distance of 41.35 feet;

Thence South 35° 12' 33" East, along the Easterly line of said Lot 4, a distance of 57.89 feet;

Thence South 42° 03' 35" East, along the Easterly line of said Lot 4, to a point which is 100.00 feet West, as measured at a right angle to the East line of said Section 19;

Thence South 00° 55' 15" West, parallel to and 100.00 feet distant from the East line of said Section 19, to the South line of said Lot 4;

Thence South 81° 11' 45" East, along the South line of said Lot 4, to the point of beginning.

Property Tax ID: 02-07-20-0-0-1000-00

Situs:

355 EVERGREEN DRIVE NORTH
BONNEVILLE, WASHINGTON 98639

EXHIBIT B

Promissory Note for Loan 28 22 06 recorded July 12, 2022, between Lewis and Clark RV and Resorts LLC (2022-001410), a Washington Limited Liability Company and Avec GK Inc, a Washington Corporation are changing the terms of the Note as follows:

- **Maturity extended to 6/01/2024**
- **Rate will remain at 15%**
- **Loan amount will be increased from \$1,109,327 to \$1,170,000**
- **Loan fee of 2% (\$22,186)**

Unofficial
Copy