

**RECORDATION REQUESTED BY:**

U.S. Bank National Association, as  
Custodian/Trustee  
c/o Zions Agricultural Finance  
500 Fifth Street  
Ames, IA 50010-6063

**WHEN RECORDED MAIL TO:**

U.S. Bank National Association, as  
Custodian/Trustee  
c/o Zions Agricultural Finance  
500 Fifth Street  
Ames, IA 50010-6063

Skamania County, WA

Total: \$308.50 Pgs=6

MODAG

Request of: CLARK COUNTY TITLE COMPANY

eRecorded by: Simplifile

**2025-000685**

05/12/2025 08:51 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Trx Ref Nos: 0105200001000, 0105200001003, 01042000010004, 01052000010500

Loan No. 21701689

CL 21451

**MODIFICATION AGREEMENT**

THIS AGREEMENT, made this 5th day of May, A. D. 2025, by and between U.S. BANK NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE, SUCCESSOR BY MERGER TO U.S. BANK TRUST NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE, hereinafter called "Party of the First Part", and THE DEREK HOYTE LIVING TRUST DATED MAY 24, 2016, DEREK HOYTE, a married man, and North Shore Zips, LLC hereinafter called "Parties of the Second Part", **WITNESSETH:**

WHEREAS, Party of the First Part is the owner and holder of a certain Promissory Note signed by The Derek Hoyte Living Trust dated May 24, 2016, Derek Hoyte, and North Shore Zips, LLC dated January 4, 2018, executed in the original principal sum of Five Hundred Three Thousand and no/100 Dollars (\$503,000.00), hereinafter called "Note Number One", secured by a Mortgage of The Derek Hoyte Living Trust dated May 24, 2016 of even date with Note Number One recorded as Document No. 2018000066 of the Mortgage Records of Skamania County, Washington, hereinafter called "Mortgage Number One", which Mortgage was assigned to Party of the First Part by assignment recorded as Document No. 2018000067 of the Records of Skamania County, Washington, and

WHEREAS, the undersigned hereby acknowledge that under the date of May 5, 2025, The Derek Hoyte Living Trust dated May 24, 2016 and Derek Hoyte executed a Promissory Note payable to the order of ZIONS FIRST NATIONAL BANK in the original principal sum of Seven Hundred Thousand and no/100 Dollars (\$700,00.00), hereinafter called "Note Number Two", which is secured by a Mortgage, hereinafter called "Mortgage Number Two", on other real estate which is located in Skamania County, Washington. The undersigned agree that if Note Number Two or Note Number One shall become in default, then in such event the entire unpaid balance due on Note Number One (including advancements and accrued interest) as well as the unpaid balance due on Note Number Two (including advancements and accrued interest) shall at the election of the holder of said Notes become immediately due and payable, and

NOW, THEREFORE, it is hereby mutually agreed between the parties to this agreement that from and after the date of this agreement, the undersigned agree that if Note Number Two or Note Number One shall become in default, then in such event the entire unpaid balance due on Note Number One (including advancements and accrued interest) as well as the unpaid balance due on Note Number Two (including advancements and accrued interest) shall at the election of the holder of said Notes become immediately due and payable.

This Modification Agreement affects Mortgage Number One. The security of Mortgage Number One is described as follows:

Ptn. Sec 17 & 20, T1N, R5E, W.M., Skamania County, Washington. (Complete Legal Description in Exhibit "A" attached hereto and incorporated herein by reference.)

It is further agreed between the parties hereto that except as herein modified all terms and conditions of Note Number One and Mortgage Number One shall be and remain in full force and effect and that Mortgage Number One shall be and remain a valid first lien upon all real estate described in Mortgage Number One.

Default in the terms of this Modification Agreement shall also be default under Note Number One and Mortgage Number One.

IN WITNESS WHEREOF, the parties to this agreement have hereunto affixed their signatures the day and year first above written.

**PARTY OF THE FIRST PART:**

U.S. BANK NATIONAL ASSOCIATION, AS  
CUSTODIAN/TRUSTEE, SUCCESSOR BY  
MERGER TO U.S. BANK TRUST NATIONAL  
ASSOCIATION, AS CUSTODIAN/TRUSTEE

By Matthew C. Koehler VP  
Matthew C. Koehler, Vice President  
Of ZIONS FIRST NATIONAL BANK,  
Its Attorney-In-Fact

**PARTIES OF THE SECOND PART:**

THE DEREK HOYTE LIVING TRUST  
DATED MAY 24, 2016

By Derek Hoyte  
DEREK HOYTE, Trustee of The Derek  
Hoyte Living Trust dated May 24, 2016

X

Derek Hoyte  
DEREK HOYTE

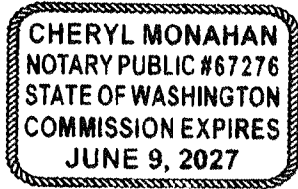
NORTH SHORE ZIPS, LLC

THE DEREK HOYTE LIVING TRUST  
DATED MAY 24, 2016, Managing Member of  
NORTH SHORE ZIPS, LLC

By Derek Hoyte  
DEREK HOYTE, Trustee of The Derek  
Hoyte Living Trust dated May 24, 2016

**DEREK HOYTE LIVING TRUST DATED MAY 24, 2016 ACKNOWLEDGMENT**

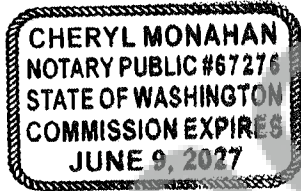
STATE OF Washington )  
COUNTY OF Clallam ) ( SS.



[Signature]  
Notary Public in and for Washington  
My commission expires 09/09/2027

**DEREK HOYTE ACKNOWLEDGMENT**

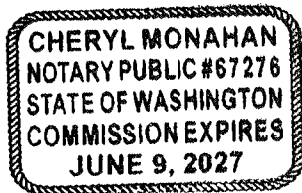
STATE OF Washington )  
COUNTY OF Clallam ) ( SS.



[Signature]  
Notary Public in and for Washington  
My commission expires 09/09/2027

**NORTH SHORE ZIPS, LLC ACKNOWLEDGMENT**

STATE OF Washington )  
COUNTY OF Clallam ) ( SS.



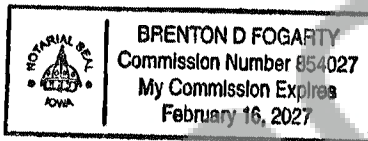
[Signature]  
Notary Public in and for Washington  
My commission expires 09/09/2027


## ATTORNEY-IN-FACT ACKNOWLEDGMENT

STATE OF IOWA            )  
                                      ( SS.  
COUNTY OF STORY        )

On this 5th day of May, A.D. 2025, before me a Notary Public in and for said State, personally appeared MATTHEW C. KOEHLER, to me personally known, who being by me duly sworn, did say that he is VICE PRESIDENT of **ZIONS FIRST NATIONAL BANK, a national banking association**, the Attorney-In-Fact of U.S. BANK NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE, SUCCESSOR BY MERGER TO U.S. BANK TRUST NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE, named in the foregoing instrument; that no seal has been procured by said national banking association, and that by authority of its Board of Directors said instrument was signed by said national banking association in its capacity as Attorney-In-Fact of U.S. BANK NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE, SUCCESSOR BY MERGER TO U.S. BANK TRUST NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE, and the said MATTHEW C. KOEHLER acknowledged the execution of said instrument to be the voluntary act and deed of said national banking association in its capacity as the Attorney-In-Fact of U.S. BANK NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE, SUCCESSOR BY MERGER TO U.S. BANK TRUST NATIONAL ASSOCIATION, AS CUSTODIAN/TRUSTEE.

WITNESS my signature and official seal the day and year aforesaid, at Ames, Iowa.



  
Brenton D. Fogarty  
Notary Public in and for the State of Iowa  
My commission expires February 16, 2027

THIS INSTRUMENT WAS PREPARED BY MATTHEW C. KOEHLER, ZIONS FIRST NATIONAL BANK, C/O ZIONS AGRICULTURAL FINANCE, 500 FIFTH STREET, AMES, IOWA 50010-6063, (515) 232-7310.

## EXHIBIT "A"

### PARCEL I:

A portion of the South Half of the South Half of Section 17 and Government Lots 1, 2 & 3 in Section 20, all in Township 1 North, Range 5 East, Willamette Meridian, Skamania County, State of Washington, described as follows:

Beginning at the intersection of the South right of way line of State Highway 14, with the East line of the West 390 feet of Government Lot 1, said point being the most Westerly Northwest corner of the Grams Tract as described in Book 50 of Deeds at Page 31 (recorded June 25, 1962), Skamania County Auditor's Records; Thence Northeasterly along the South right of way of State Highway 14 for a distance of 215 feet, more or less to the Northwest corner of the excepted parcel noted in the Grams Tract; Thence South 73.45 feet, more or less, to the Southwest corner of said excepted parcel; Thence North  $84^{\circ} 30'$  East 162.00 feet to the Southeast Corner of said excepted parcel; Thence North along the East line of said excepted parcel, 110 feet, more or less, to the South right of way line of State Highway 14; Thence Northeasterly along said South right of way line 145 feet, more or less, to the North line of Section 20; Thence East along the line between Sections 17 and 20 for a distance of 1000 feet, more or less, to a point that is 1850 feet East of the Southwest corner of Section 17, said point being the Southeast corner of the U.S.A. Tract as described in Book 121 of Deeds, at Page 379, Skamania County Auditor's Records; Thence North 268 feet, more or less, to the South right of way line of State Highway 14 and the Northeast corner of the U.S.A. Tract; Thence Northeasterly and Easterly along said South right of way line 2500 feet, more or less, to a point that is 140.00 feet Westerly (as measured along said right of way line) from Engineer's Station 331+00, 50.00 feet right (sheet 3 of 6, State Road No. 8, Wing Creek to Prindle, dated June 24, 1927); Thence South (parallel with the West line of Government Lot 1 of Section 20), 970.00 feet; Thence Southwesterly 3750 feet, more or less, to a point on the East line of the West 390 feet of Government Lot 1, that is 810.00 feet South of the Point of Beginning; Thence North 810.00 feet to the Point of Beginning.

### PARCEL II:

That portion of the Southwest Quarter of Section 17, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the Southerly right of way line of the Evergreen Highway as presently located and established.

EXCEPTING the following described tract of land:

Beginning at a point on the South line of the said Section 17, a distance of 1850 feet East of the Southwest corner of the said Section 17; Thence North 268.5 feet, more or less, to the Southerly right of way line of the said Evergreen Highway; Thence in an Easterly direction along the Southerly line of the said highway to the center line running North and South through the said Section 17; Thence South along the said center line to the Quarter corner on the South line of the said Section 17; Thence West along the South line of the said Section 17 to the Point of Beginning.