Skamania County, WA Total: \$308.50 Pgs=6

2025-001102

MODAG

07/21/2025 09:34 AM

Request of: WFG LENDER SERVICES-RESWARE

eRecorded by: Simplifile

**RETURN ADDRESS:** 

Umpqua Bank C/O Loan Support Services PO Box 1580 Roseburg, OR 97470

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 2021-002778
Grantor(s):

Additional on page \_\_\_

- 1. French, Steven K.
- 2. French, Angela I.

Grantee(s)

1. Umpqua Bank

Legal Description: PORTION OF SECTION 28 T2N R5EWM

Additional on page 2

Assessor's Tax Parcel ID#: 02-05-28-1-0-0104-00



THIS MODIFICATION OF DEED OF TRUST dated July 10, 2025, is made and executed between Steven K. French and Angela I. French, husband and wife, whose address is 192 Sievers Road, Washougal, WA 98671 ("Grantor") and Umpqua Bank, whose address is Vancouver - Hazel Dell, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST, Lender and Grantor have entered into a Deed of Trust dated August 6, 2021 (the "Deed of Trust") which has been recorded in Skamania County, State of Washington, as follows:

Recorded on August 10, 2021 under Skamania county instrument #2021-002778.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skamania County, State of Washington:

BEGINNING AT A POINT WHICH IS THE INTERSECTION OF THE SOUTH LINE OF THE BONNEVILLE POWER ADMINISTRATION ELECTRIC POWER LINE RIGHT-OF-WAY AND THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN: THENCE NORTH 89\*34'50" EAST 347.00 FEET; THENCE SOUTH 60\*26'45" EAST 717.25 FEET; THENCE SOUTH 89\*43'23" WEST 604.00 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50 FEET THROUGH A CENTRAL ANGLE OF 120\*00'00" A DISTANCE OF 104.72 FEET; THENCE NORTH 00\*25'45" WEST 461.19 FEET; THENCE NORTH 50\*56' EAST 287.38 FEET TO THE SOUTH LINE OF SAID POWER LINE RIGHT-OF-WAY; THENCE NORTH 89\*34'50" EAST 75.77 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 192 Sievers Road, Washougal, WA 98671. The Real Property tax identification number is 02-05-28-1-0-0104-00.

MODIFICATION, Lender and Grantor hereby modify the Deed of Trust as follows:

Modify definition of Credit Agreement,

Credit Agreement. The words "Credit Agreement" now mean the credit agreement dated July 10, 2025, with credit limit of \$700,000,00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

SURETYSHIP WAIVER. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which Is made without Grantor's consent.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of manijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

VENUE. This transaction is made in the State of Washington. Upon Lender's request, the undersigned agrees to submit to the jurisdiction of any state or federal court in the State of Washington or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out

## MODIFICATION OF DEED OF TRUST (Continued)

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of or relating to, this Agreement. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, or instrument in which this paragraph is found, even if described or defined by another name.

As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 10, 2025.

**GRANTOR:** 

LENDER:

UMPQUA BANK

INDIVIDUAL	ACKNOWLEDGMEN	т
STATE OF Washington	) ) ss )	
This record was acknowledged before me on	July 10	, 20 <u>25</u> by Steven K. M- Acto
ELIZABETH DOSTAL  Notary Public  State of Washington  Commission # 22033964  My Comm. Expires Dec 14, 2026	(Signature of notary pu  A) + ary  (Title of office)  My commission expires  Dec-  (date)	Public

## MODIFICATION OF DEED OF TRUST (Continued)

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INDIVIDUAL	ACKNOWLEDGMENT	
STATE OF Washington COUNTY OF Clark	) ) ss )	
This record was acknowledged before me on French.	July 10	, 20 <u>25</u> by Angela I.
ELIZABETH DOSTAL Notary Public State of Washington Commission # 22033964	(Signature of no finy publication)  (Signature of no finy publication)	potel Public
My Comm. Expires Dec 14, 2026	My commission expires:  Dec.  (date)	14 , 2626

## MODIFICATION OF DEED OF TRUST (Continued)

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LENDER A	CKNOWLEDGMENT	
STATE OF WATHINGTON COUNTY OF CLAYK	) ) ss )	
This record was acknowledged before me on	VIV 10% of Umpqua Bank	20_25by <u>Elizabeth</u>
BOLOBALIAN	(Signature of notary)pu	
BOLOBULAND AND AND AND AND AND AND AND AND AND	(Title of office) My commission expires (date)	7
	Corporation 1997, 2025	Recordation Requested By: WFG Lender Services 2625 Townsgate Rd, Suite 101 Westlake Village, California 91361