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Carolyn A. Simms, Attorney at Law
PO Box 169
Washougal, WA 98671

Document Title:

Amendment to Deed of Trust

Grantor:

Victor Erickson, a married man, Maker and Grantor

Grantee:

Wayne Robson, Holder and Lender

Abbreviated Legals:

Lots 1,2,3,4 Erickson & Sons SP BK 3/PG 384; SW1/4 SEC29 T2N R5EWM

Parcel Numbers:

02053220030300; 020532220031000; 02053220031100; 02053220031200;
02052900061200

Reference Number(s) of Related Documents:

Skamania County Auditor's File No. 2024-001595

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AMENDMENT TO NOTE AND DEED OF TRUST

This amendment to the Promissory Note and Deed of Trust dated March 1, 2024, by and between VICTOR ERICKSON, a married man, Maker and Grantor, and WAYNE ROBSON, Holder and Lender, is to amend said Note and Deed of Trust as provided herein.

RECITALS

The parties entered into a loan agreement, which included a Promissory Note (hereinafter referred to as "Note") and Deed of Trust (hereinafter referred to as "DOT") to secure property owned by Maker and Grantor as collateral for the loan as enticement to enter into said agreement. The Maker is in default, but anticipates funds to complete the subdivision and sale of the property subject to the security interest in the DOT. Holder agrees to extend an additional \$60,000.00, in order to fund the completion of the subdivision and property sales.

AMENDED AGREEMENT TO PROMISSORY NOTE AND DEED OF TRUST

In consideration of the mutual covenants made herein, the sufficient consideration of which is acknowledged and agreed, the parties hereby amend the Note and DOT to include the following provisions:

1. Loan Maturity Date will be extended to June 1, 2027, at which time the principal balance, interest, default interest, together with penalties, costs and unpaid amounts will be due and payable in full. There will be no prepayment penalty. At maturity, a balloon payment of \$485,785, less any payments made before the Maturity Date shall be due.
2. The Note interest rate will be increased to the default rate of twelve percent (12%), and will continue until the Note is fully paid.

3. An additional \$60,000.00 will be available for use to complete the subdivision requirements to prepare the property lots for sale. The advances will be made to Maker in installments of \$15,000.00. The first installment will be made at the time of execution of the Amended Note and Deed of Trust, and will be partially used to pay back taxes on the subject property. Future advances will be made upon approval of the Holder for the intended use of development of the property for sale, including operating expenses, permits, engineering and the like. Receipts or contracts for the work may be required for said advancements.
4. An additional \$50,000.00 owing will be included in the current Principal owing, as an inducement to extend the Note and DOT, as well as the loan advancements as noted herein.
5. The Note will be paid from lot sales; no monthly payments will be due and payable. All lots will be listed for sale on or before June 1, 2026. At least 75% of net lot sales will be paid to Holder/Lender, at the time of each closing.
6. The DOT will be recorded, as amended, to include the subdivision, and all applicable lots.
7. Maker and Grantor agree to halt the removal of timber or rock, without the approval of Holder, provided, Maker may use rock for the roads appropriate for the subdivision of the subject property, or until the Note and DOT have been fully satisfied.
8. If at any time Holder determines that the property subject to the DOT is not fully securing the amount of the Note, Maker agrees to secure other property under the DOT to ensure the Note is fully secured with property subject to the DOT.

ALL OTHER TERMS AND CONDITIONS OF THE NOTE, INCLUDING ALL MODIFICATIONS MADE THERETO, AND DEED OF TRUST BETWEEN THE PARTIES HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

DATED this 21st day of January, 2026.

Victor Erickson
VICTOR ERICKSON, Maker & Grantor

State of Washington
County of Clark

On January 21, 2026, before me Gloria D. Meyers,
personally appeared VICTOR ERICKSON, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and
acknowledged that they executed the same. I certify under PENALTY OF PERJURY
under the laws of the State of Washington that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature *G.D.M.*

NOTARY PUBLIC
STATE OF WASHINGTON
GLORIA D MEYERS
MY COMMISSION EXPIRES
MARCH 01, 2029
COMMISSION # 141282

UNOFFICIAL COPY

EXHIBIT A

Parcel No.'s: 02053220030300, 02053220031000, 02053220031100, 02053220031200

Lots 1, 2, 3, 4 ERICKSON & SONS SHORT PLAT, Book 3, Page 384

Parcel No. 02052900061200

That portion of the Southwest Quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

BEGINNING at the Southwest Corner of said Section 29 and running thence East along the South line of said Section 29 a distance of 1050 feet more or less to the Westerly right of way line of the Skye-Bear Prairie Road; thence Northerly along said Westerly right of way line to the Southeast corner of Lot 6, BUHMAN HEIGHTS SUBDIVISION; thence Westerly along the South line of Lots 6 and 5 of said Buhman Heights Subdivision to the Southwest Corner of said Lot 5; thence Northerly along the West line of said Lot 5 to its intersection with a point on the right of way line of a 50 foot radius cul-de-sac on Bear Prairie County Road as established by said Buhman Heights Subdivision, which point is also on the West line of said Section 29; thence South along the West line of said Section 29 to the Point of Beginning.