



200004250076

Kathy Hill, Skagit County Auditor
4/25/2000 Page 1 of 8 3:58:45PM

Return Address

U.S. Bank National Association
1420 Fifth Avenue, 11th Floor
Seattle, Washington 98101
Attention: Sean P. Brennan

LAND TITLE COMPANY OF SKAGIT COUNTY 76156

Document Title(s) (or transactions contained therein):

1. Amendment to Deed of Trust (Security Agreement)
- 2.

Reference Number(s) of Documents assigned or released: 9504260118
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):

1. LaConner Country Inn, L.L.C.
- 2.
3. ☐ Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. U.S. Bank National Association (Beneficiary)
2. Land Title Company of Skagit County (Trustee)
3. ☐ Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 8-13, Blk 1 Calhoun's Add TGW Ptn Trs 2&3, Plate 18, LaConner Tdlds AND Lot 1, Blk 7,
Calhoun's Add TGW Lots 6-11, Ptn Lot 12, Blk M, LaConner TGW Ptn vac. alley

☐ Full legal is on page ___ of document.

Assessor's Property Tax Parcel/Account Number

4124-001-008-0003; 4124-001-011-0008; 4124-001-012-0007; 4124-001-013-0006;
4126-018-002-0008; 4129-018-900-0308; 4129-018-900-0407; 4129-018-900-2601;
4124-007-001-0007; 4123-013-012-0102; 4129-018-900-2700

**AMENDMENT TO
DEED OF TRUST (SECURITY AGREEMENT)**

That certain deed of trust (security agreement) described below ("Deed of Trust") is hereby amended as set forth herein:

Grantor: LACONNER COUNTY INN, L.L.C., a Washington limited liability company, successor in interest to LaConner Country Inn, Ltd. a Washington Limited Partnership

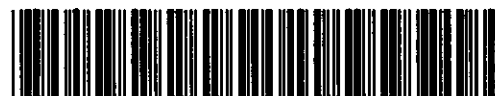
Trustee: LAND TITLE COMPANY OF SKAGIT COUNTY

Beneficiary: U.S. BANK NATIONAL ASSOCIATION, successor by merger to U. S. Bank of Washington, National Association

Recording No.: 9504260118, records of Skagit County, Washington

The Deed of Trust is hereby amended as follows:

1. As used herein, capitalized terms shall have the meanings given to them in the Deed of Trust, except as otherwise defined herein, or as the context otherwise requires.
2. The Loan Agreement has been amended by that certain first amendment to loan agreement of even date herewith (the "First Amendment").
3. Pursuant to the First Amendment, Term Note II has been renewed by that certain renewal term note II of even date herewith in the principal amount of \$375,949.32 ("Renewal Term Note II") executed and delivered by Grantor to Beneficiary, such that all references in the Deed of Trust to "Term Note II" shall constitute references to "Renewal Term Note II." Pursuant to Renewal Term Note II, the maturity date of the loan secured by the Deed of Trust has been extended and the interest rates on the loan secured by the Deed of Trust have been reduced.
4. In order to spread the lien of the Deed of Trust to cover the real property described on EXHIBIT A attached hereto, together with any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery and other articles attached to



200004250076

Kathy Hill, Skagit County Auditor

such buildings, which are herein collectively called the "Additional Land", Grantor does hereby irrevocably grant, bargain, sell, and convey to Trustee in trust, for the benefit and security of Beneficiary, with power of sale, and grant a security interest in, all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the following:

- (a) The Additional Land;
- (b) All interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Additional Land;
- (c) All easements, rights-of-way and rights used in connection therewith or as a means of access to the Additional Land, and all tenements, hereditaments and appurtenances of and to the Additional Land, and all water rights and shares of stock evidencing the same;
- (d) All right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Additional Land; and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Additional Land;
- (e) All right, title and interest of Grantor in and to all tangible Personal Property now or hereafter owned by Grantor and now or at any time hereafter located on or at the Additional Land or used in connection therewith;
- (f) All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Additional Land, and any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Additional Land, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;
- (g) Any and all existing and future Leases upon all or relating to any part of the Additional Land;
- (h) Any and all guaranties of tenant's performance under any and all of the Leases;



200004250076

Kathy Hill, Skagit County Auditor
4/25/2000 Page 3 of 8 3:58:45PM

(i) Any and all Cash Collateral arising out of or relating to the operation of the Additional Land and any business operated therein by Grantor; and

(j) All additions, accessions, replacements, substitutions, proceeds and products of the property described herein.

5. Grantor represents and warrants that the Additional Land is not used principally for farming or agricultural purposes.

6. Grantor agrees that the Deed of Trust is hereby modified to reflect that all references to the "Property" in the Deed of Trust shall include the Additional Land. The legal description of the Property set forth on EXHIBIT A of the Deed of Trust and in all the other Loan Documents is hereby modified to reflect that the lien of the Deed of Trust is spread to the Additional Land.

7. Except as specifically provided for herein, all of the terms and conditions of the Deed of Trust shall remain in full force and effect.



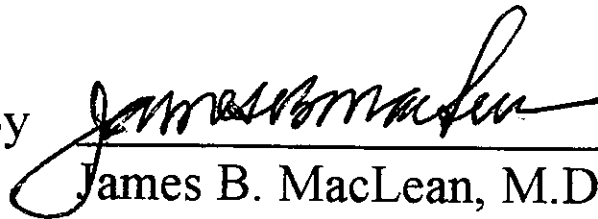
200004250076
Kathy Hill, Skagit County Auditor
4/25/2000 Page 4 of 8 3:58:45PM

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this
Amendment as of March 31, 2000.

Grantor:

LACONNER COUNTRY INN, L.L.C., a
Washington limited liability company, successor
in interest to LaConner Country Inn, Ltd. a
Washington Limited Partnership

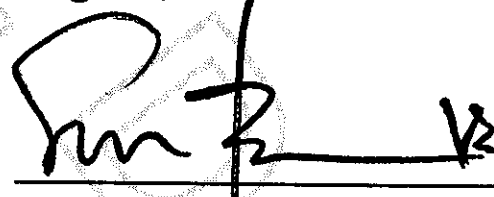
By


James B. MacLean, M.D.
Manager

Beneficiary:

U.S. BANK NATIONAL ASSOCIATION,
successor by merger to U. S. Bank of
Washington, National Association

By


Sean P. Brennan
Vice President



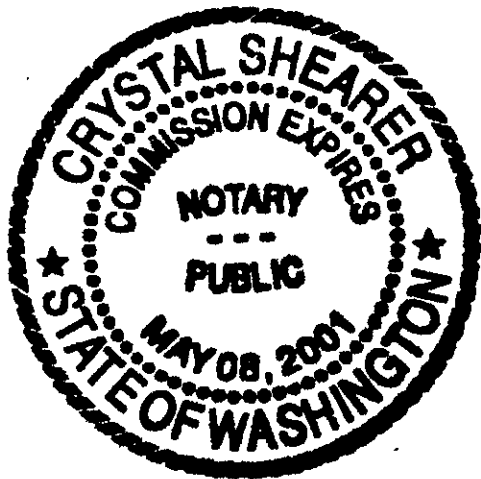
200004250076
Kathy Hill, Skagit County Auditor
4/25/2000 Page 5 of 8 3:58:45PM

STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

On this 14th day of April, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James B. MacLean, M.D., to me known to be the person who signed as Manager of LaConner Country Inn, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Crystal Shearer
(Signature of Notary)

Crystal Shearer
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Burlington
My appointment expires: 5-8-01.



200004250076
Kathy Hill, Skagit County Auditor
4/25/2000 Page 6 of 8 3:58:45PM

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 18th day of April, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sean P. Brennan, to me known to be the person who signed as Vice President of U.S. Bank National Association, the national banking association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the national banking association.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Jeanette Star Howard
(Signature of Notary)

Jeanette Star Howard
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My Appointment Expires: 12/9/03.



200004250076
Kathy Hill, Skagit County Auditor
4/25/2000 Page 7 of 8 3:58:45PM

EXHIBIT A

Additional Land

All of the vacated alley lying between Lots 1, 2, 10, 11 and 12, Block M, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington. the following described tract:

EXCEPT that portion lying within the following described tract:

Beginning at the Southwesterly corner of said Lot 1, being the intersection of the East right-of-way of the vacated alley and the Northerly right-of-way of Washington Avenue;
thence North along the East right-of-way line of said alley a distance of 6.00 feet to the TRUE POINT OF BEGINNING;
thence Northwesterly, on a line perpendicular to the North right-of-way line of Washington Avenue, a distance of 28.88 feet to the intersection of a line which is 5.00 feet Westerly of the center line of said alley;
thence North, along a line with is 5.00 feet Westerly of the center line of said alley, a distance of 40.20 feet to an intersection with the Southwesterly extension of the Northwesterly line of said Lot 2;
thence Northeasterly, along said line, to the Northwesterly corner of said Lot 2;
thence Southwesterly, along the Easterly right-of-way line of said alley, to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington



200004250076

Kathy Hill, Skagit County Auditor

4/25/2000 Page 8 of 8 3:58:45PM