

**RETURN ADDRESS:**  
PEOPLES BANK  
MOUNT VERNON OFFICE  
1801 RIVERSIDE DRIVE  
MOUNT VERNON, WA  
98273



201301020062  
Skagit County Auditor  
1/2/2013 Page 1 of 3 1:28PM

GUARDIAN NORTHWEST TITLE CO.

**MODIFICATION OF DEED OF TRUST**

101631

Reference # (if applicable): 2011D6140032

Additional on page \_\_\_\_\_

Grantor(s):

1. MX 1B, LLC

Grantee(s)

1. PEOPLES BANK

Legal Description: lots 1,2,3,7,16,17,19-22,25,67,68,70,72-73, and Tract 905, 907&909 Plat of Montreaux Phase I

Additional on page 2

Assessor's Tax Parcel ID#:

P126394/4935-000-001-0000; P126395/4935-000-002-0000;  
P126396/4935-000-003-0000; P126400/4935-000-007-0000;  
P126409/4935-000-016-0000; P126410/4935-000-017-0000;  
P126412/4935-000-019-0000; P126413/4935-000-020-0000;  
P126414/4935-000-021-0000; P126415/4935-000-022-0000;  
P126418/4935-000-025-0000; P126419/4935-000-026-0000;  
P126477/4935-000-054-0000; P126460/4935-000-067-0000;  
P126461/4935-000-068-0000; P126463/4935-000-070-0000;  
P126465/4935-000-072-0000; P126466/4935-000-073-0000;  
P126477/4935-000-905-0000

**THIS MODIFICATION OF DEED OF TRUST dated December 27, 2012, is made and executed between MX 1B, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, whose address is 504 E FAIRHAVEN AVE, BURLINGTON, WA 98233-1846 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").**

**MODIFICATION OF DEED OF TRUST**

Loan No: 5038410-222

(Continued)

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 20, 2011 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**A DEED OF TRUST DATED MAY 20, 2011 AND RECORDED JUNE 14, 2011 UNDER RECORDING NUMBER 201106140032, AS HERETOFORE AMENDED OF RECORD OF SKAGIT COUNTY, WA.**

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

LOTS 1, 2, 3, 7, 16, 17, 19-22 INCLUSIVE, 25, 26, 54, 67, 68, 70, 72 & 73; AND TRACTS 905, 907 AND 909, ALL IN THE "PLAT OF MONTREAUX, PHASE 1", AS PER PLAT RECORDED ON JULY 23, 2007, UNDER AUDITOR'S FILE NO. 200707230124, RECORDS OF SKAGIT COUNTY, WASHINGTON

The Real Property or its address is commonly known as lots 1, 2, 3, 7, 16, 17, 19-22, 25, 26, 54, 67, 68, 70, 72-73, and Tract 905, 907 & 909 Plat of Montreaux Phase I, MOUNT VERNON, WA 98274. The Real Property tax identification number is

- P126394/4935-000-001-0000;
- P126400/4935-000-007-0000;
- P126412/4935-000-019-0000;
- P126415/4935-000-022-0000;
- P126477/4935-000-054-0000;
- P126463/4935-000-070-0000;
- P126477/4935-000-054-0000;
- P126415/4935-000-022-0000;
- P126412/4935-000-019-0000;
- P126400/4935-000-007-0000;
- P126413/4935-000-020-0000;
- P126418/4935-000-025-0000;
- P126460/4935-000-067-0000;
- P126465/4935-000-072-0000;
- P126396/4935-000-003-0000;
- P126410/4935-000-017-0000;
- P126414/4935-000-021-0000;
- P126419/4935-000-026-0000;
- P126461/4935-000-068-0000;
- P126466/4935-000-073-0000;

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

**THIS MODIFICATION OF DEED OF TRUST AMENDS THE DEED OF TRUST DATED MAY 20, 2011 WITH THE FOLLOWING AMENDMENTS:**

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED DECEMBER 27, 2012 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE NOTE OR AGREEMENT.

THE PRINCIPAL AMOUNT IS \$2,100,000.00 WHICH IN AN INCREASE OF \$1,100,000.00.

**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 endorser 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.

**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 DECEMBER 27, 2012.**

GRANTOR:

BY: [Signature]  
KENDRA F. DECKER, Manager of MX 1B, LLC  
MX 1B, LLC

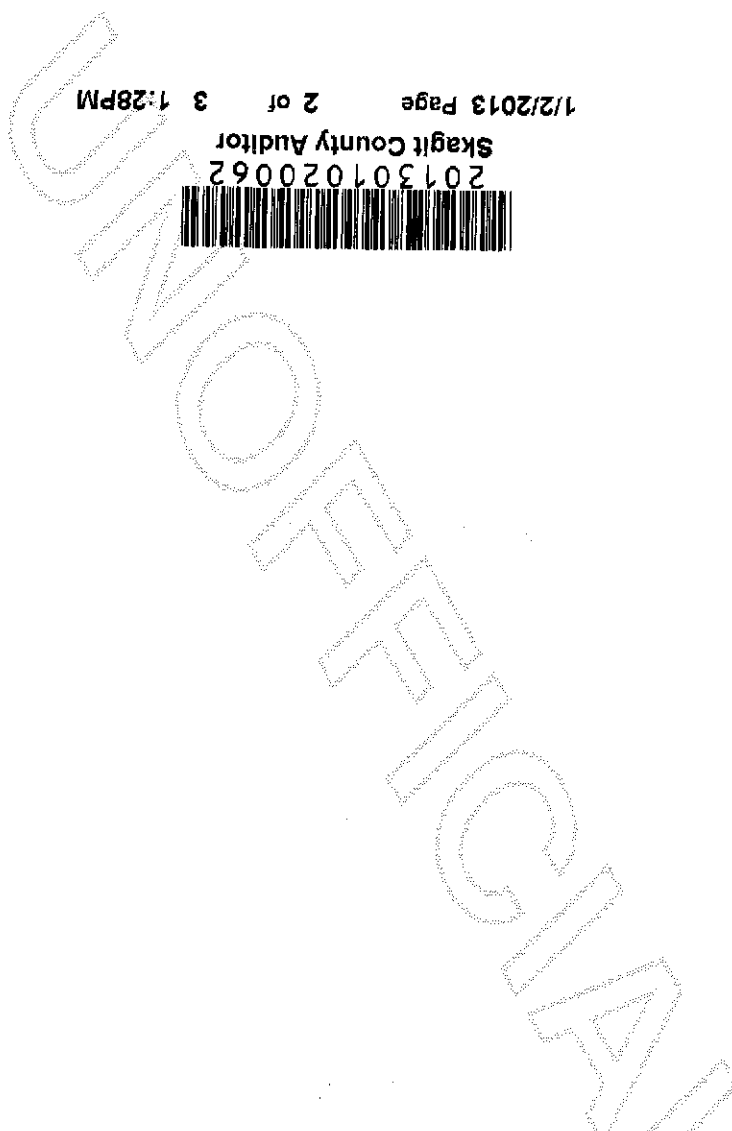
LENDER:

PEOPLES BANK

[Signature]  
Authorized Officer



201301020062  
Skagit County Auditor



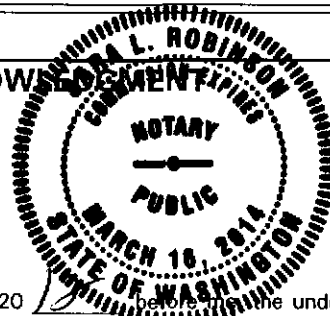
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5038410-222

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



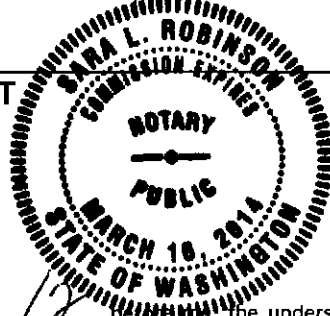
On this 27 day of December, 2013, the undersigned Notary Public, personally appeared KENDRA F. DECKER, Manager of MX 1B, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Sara L. Robinson  
Notary Public in and for the State of WA

Residing at Bellingham WA  
My commission expires March 16, 2014

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 27 day of December, 2013, the undersigned Notary Public, personally appeared Jim Gardner, Senior Vice President and personally known to me or proved to me on the basis of satisfactory evidence to be the Senior Vice President, authorized agent for PEOPLES BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PEOPLES BANK, duly authorized by PEOPLES BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of PEOPLES BANK.

By Sara L. Robinson  
Notary Public in and for the State of WA

Residing at Bellingham WA  
My commission expires March 16, 2014

