



201606230035

Skagit County Auditor
6/23/2016 Page

1 of

\$298.00

6 11:18AM

Filed for record at the request of
and when recorded return to:

Paulette Oxner
MetLife Timberland Finance Group
6750 Poplar Avenue, Suite 109
Germantown, TN 38138

SPACE ABOVE LINE FOR RECORDER'S USE

CHICAGO TITLE

IC 45653

DOCUMENT TITLE DEED OF TRUST AND ASSIGNMENT MODIFICATION
AGREEMENT

GRANTOR: GREEN CROW CORPORATION, a Washington corporation

GRANTEE: METROPOLITAN LIFE INSURANCE COMPANY, a New
York corporation

Chicago Title Insurance Company

REFERENCE NOS. OF RELATED DOCUMENTS: 200806250085; 201010210093;
201405140045; 200806250086

*Abv. legal; ptn. Sec 20 & 21 and ptn Sec
33 & 34, 35-09
Parcel P41969, P43052, P43099,
P44941, P44936, P44990*

**DEED OF TRUST AND ASSIGNMENT
MODIFICATION AGREEMENT**

THIS DEED OF TRUST AND ASSIGNMENT MODIFICATION AGREEMENT ("*Agreement*") is entered into as of June ~~12~~ 13, 2016, by GREEN CROW CORPORATION, a Washington corporation ("*Grantor*") and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("*Beneficiary*") in order to amend the following two documents:

(1) Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement, dated as of June 19, 2008, recorded in the following counties in the State of Washington (including all amendments and modifications thereto, the "*Deed of Trust*"):

County	Deed of Trust Recording Nos.	Deed of Trust Modification Recording Nos.
Clallam County	2008-1223031, 2008-1223715	2014-1300873
Grays Harbor County	2008-06250046	2008-12170027; 2008-12170031; 2011-04270042; 2013-08280034; 2013-11130033; 2014-05140041
Jefferson County	535159	580732; 583723
King County	20080625000978	20080630002685; 20140514001071
Lewis County	3308786, 3308787, 3308788	3395713; 3414663
Mason County	1922979	1931515; 2018157; 2024599
Pacific County	3113040, 3113041, 3113042, 3113043, 3113044	3115190; 3115191; 3116817; 3116818; 3116819; 3116820; 3116821; 3140727; 3152235
Skagit County	200806250085	201010210093; 201405140045
Whatcom	2080603722	2140501268
Wahkiakum County	2014133	2020674

(2) Assignment of Leases, Contracts, Rents and Proceeds dated as of June 19, 2008, recorded in the following counties in the State of Washington (including all amendments thereto, (the "Assignment")):

County	Assignment Recording Nos.
Ciallam County	2008-1223032; 2008-1223716
Grays Harbor County	2008-06250047
Jefferson County	535160
King County	20080625000979
Lewis County	3308789
Mason County	1922980
Pacific County	3113045
Skagit County	200806250086
Whatcom	2080603723
Wahkiakum County	2014134

Capitalized terms used but not defined in this Agreement have the same meanings those terms have when used in the Deed of Trust.

This Agreement is being executed pursuant to the Loan Modification Agreement of even date herewith between Grantor and Beneficiary which amends and supplements the Amended and Restated Loan Agreement between Grantor and Beneficiary dated as of May 8, 2014 (collectively, and as amended, restated or supplemented from time to time, the "Loan Agreement"). Pursuant to the Loan Agreement, Grantor is or hereafter shall be justly indebted to Beneficiary under the Loan which is evidenced by the Original Term Note dated June 19, 2008, in the original principal amount of \$6,000,000.00 and, pursuant to the Loan Agreement, reduced to \$4,251,317.98 on May 8, 2014, the Revolving Note dated May 8, 2014, in the maximum principal amount of \$8,500,000.00, the Term Note dated May 8, 2014, in the original principal amount of \$6,634,509.42, and the 2016 Term Note of even date herewith in the original principal amount of \$5,000,000.00 (as the same may hereafter be amended, extended, renewed or consolidated, together with any and all notes that may hereafter be given in substitution therefor, being referred to collectively as the "Note" or the "Notes"). The aggregate maximum principal amount of the Loan evidenced by the Notes is TWENTY-FOUR MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 40/100 US DOLLARS (\$24,385,827.40) which bears interest as set forth in the Notes and all successive extensions and renewals of the Obligations represented thereby.

This Agreement is made to secure and shall secure the prompt payment and performance of the Notes, including all the Obligations set forth in Section 1.1 of the Deed of Trust. This Agreement and the transactions described herein are not intended and shall not be construed to impair the validity, priority or enforceability of the Deed of Trust and are not intended and shall not be construed as a novation of any of the Secured Obligations nor to release or change the liability of any person who may be

primarily or secondarily liable for the Secured Obligations. Grantor hereby affirms and ratifies each and every provision of the Deed of Trust as amended by this Agreement and hereby affirms and ratifies each of the Loan Documents.

This Agreement may be signed in counterparts, all of which together shall constitute one and the same original.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING PAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor has signed this Agreement as of the date first written above.

"Grantor"

GREEN CROW CORPORATION, a Washington corporation

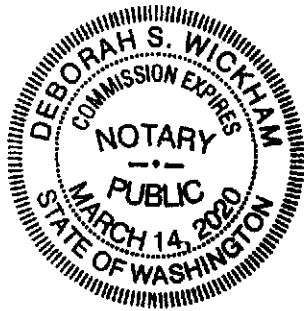
By: John T. Crow
John T. Crow, President

STATE OF WASHINGTON

County of Clallam)
ss.

I certify that I know or have satisfactory evidence that John T. Crow is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of GREEN CROW CORPORATION, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16th day of June, 2016.

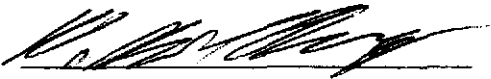


Deborah S. Wickham
Notary Public in and for the State of Washington,
residing at Port Angeles
Deborah S. Wickham
Name (printed or typed)
My appointment expires: March 14, 2020

IN WITNESS WHEREOF, Beneficiary has signed this Agreement as of the date first written above.

"Beneficiary"


METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

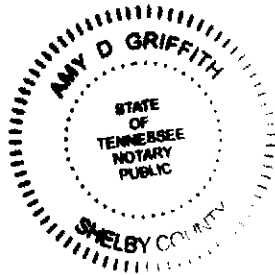
By: 
Name: W. Kirk Purvis
Title: Director

STATE OF TENNESSEE)
) SS.
County of Shelby)

The undersigned, a Notary Public within and for said State and County, hereby certify that W. Kirk Purvis, who is personally known to me and whose signature as Director of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, is affixed to the foregoing instrument, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he, as such Director, being authorized to do so, executed the foregoing instrument for and as the act of such corporation.

WITNESS my hand and seal this 13 day of June, 2016.


Name (typed or printed): Amy D. Griffith
NOTARY PUBLIC in and for the State of
Tennessee
Residing at Shelby Co.
My commission expires: 12-9-16



UNOFFICIAL DOCUMENT