

AFTER RECORDING RETURN TO:
Coastal Community Bank
5415 Evergreen Way
Everett, WA 98203-0000



201907010039

07/01/2019 11:19 AM Pages: 1 of 5 Fees: \$105.50
Skagit County Auditor

Land Title and Escrow

01-172841-55

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 27th day of June, 2019, between Conway Valley Crossing LLC, a Washington Limited Liability Company, whose address is 5805 61st Ave SE, Snohomish, Washington 98290-5109 ("Grantor"), and Coastal Community Bank whose address is 5415 Evergreen Way, Everett, Washington 98203 ("Lender").

Coastal Community Bank and Grantor entered into a Deed of Trust dated April 25, 2018 and under recording number 201804250014, records of County of Skagit, State of Washington ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 19057 Cedardale Road, Mount Vernon, Washington 98273

Legal Description: That Portion of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 33 North, Range 4 East W.M, described as follows:

Beginning at a point on the West line of said Section 264 feet North of the Southwest corner of said North 1/2 if the Northwest 1/4 of the Northwest 1/4; Thence North on the West line of said Section 192 feet; thence East 330 feet; thence South 192 feet to a point due East of the point of beginning; thence West to the point of beginning, EXCEPT State Highway and ditch rights of way.

Situate in the County of Skagit, State of Washington.

Parcel ID/Sidwell Number: Parcel ID# 330408-0-002-0007

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- Increasing original Principal amount from \$100,000.00 to \$250,000.00, an increase of \$150,000.00.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.



Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

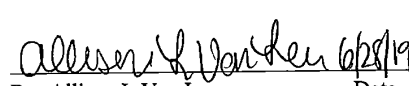
ORAL AGREEMENTS DISCLAIMER. Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Conway Valley Crossing LLC


By: Malachi C Van Leuven
Its: Member

6/28/19
Date


By: Allison L Van Leuven
Its: Member

6/28/19
Date

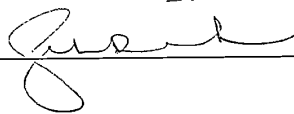


BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF ISLAND)

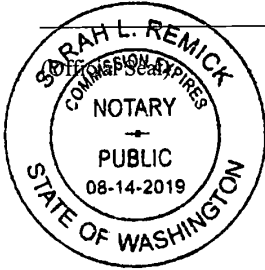
On this the 28th Day of July 2019, before me, Sarah L. Remick, a Public Notary, personally appeared Malachi C Van Leuven, Member on behalf of Conway Valley Crossing LLC, a Washington Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Member of Conway Valley Crossing LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 8.14.2019



Identification Number

, in and for the state
of Washington, residing at
Conway Is. WA 98282

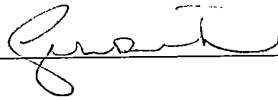


BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF Island)

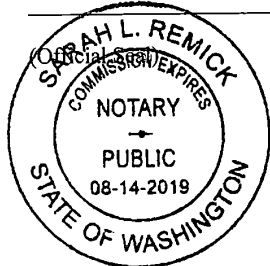
On this the July 28, 2019, before me, Sarah L. Remick, a Public Notary, personally appeared Allison L Van Leuven, Member on behalf of Conway Valley Crossing LLC, a Washington Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Member of Conway Valley Crossing LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and, if applicable, official seal.

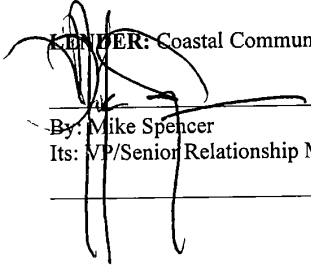
My commission expires: 8-14-2019



, in and for the state
of Washington, residing at
Pawnee IS-WA 98282

Identification Number



By:  Date: 6/28/19
Its: VP/Senior Relationship Manager



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF Island)

On this the July 28, 2019, before me, Sarah L. Remick, a
, personally appeared Mike Spencer, VP/Senior Relationship Manager on behalf of
Coastal Community Bank, a(n) Community Bank, to me personally known or who having proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who
acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the
foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as
VP/Senior Relationship Manager of Coastal Community Bank, and that the foregoing instrument is the voluntary
act and deed of the Lender.

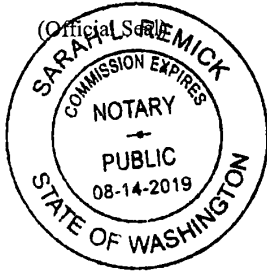
In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 8.14.2019

Sarah L. Remick

, in and for the state
of Washington, residing at

Camano Is. WA 98282



THIS INSTRUMENT PREPARED BY:
Coastal Community Bank
5415 Evergreen Way
Everett, WA 98203-0000

