

When Recorded Return to: , Arvest Bank, P.O. Box 940,
Rogers, AR 72757-0940

AF# 201502250034

MODIFICATION OF DEED OF TRUST

(With Future Advance Clause)

Grantor(s): E STREET PROPERTIES LLC

Grantee(s): Arvest Bank

GUARDIAN NORTHWEST TITLE CO.

Legal Description: SEE ATTACHED EXHIBIT A *

Assessor's Property Tax Parcel or Account Number: P117896 A108692-2

Reference Numbers Of Documents Assigned or Released:

* UNIT 102 BLDG A THE CREST AT SUNSET COVE CONDO

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 23, 2020. The parties and their addresses are:

GRANTOR:

E STREET PROPERTIES LLC

An Arkansas Limited Liability Company

2428 SUNDOWN CT APT 102
ANACORTES, WA 98221

TRUSTEE:

GUARDIAN NORTHWEST TITLE & ESCROW

a Washington Corporation

3202 COMMERCIAL AVE
ANACORTES, WA 98221

LENDER:

ARVEST BANK

Organized and existing under the laws of Arkansas

405 S. Walton Blvd
Bentonville, AR 72712

1. BACKGROUND. Grantor and Lender entered into a security instrument dated FEBRUARY 23, 2015 and recorded on FEBRUARY 25, 2015 (Security Instrument). The Security Instrument

E STREET PROPERTIES LLC
Washington Real Estate Modification
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Initials
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[Handwritten initials and signatures]

was recorded in the records of Skagit County, Washington at File # 201502250034 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Skagit County at 2428 SUNDOWN COURT #102, ANACORTES, Washington 98221.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 4304340, dated February 23, 2015, from Grantor to Lender, with a modified loan amount of \$301,107.92 and maturing on April 23, 2025.

(b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

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4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

E STREET PROPERTIES LLC

By 
BRYAN L. MILLER, MANAGER

By 
BILLY CHARLES COOK, MANAGER

LENDER:

Arvest Bank

By 
Wendy Williamson, Private Banking Advisor

ACKNOWLEDGMENT.

State Arkansas OF Washington County Washington OF Washington ss.

I certify that I know or have satisfactory evidence that BRYAN L. MILLER and BILLY CHARLES COOK, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the MANAGER and MANAGER of E STREET PROPERTIES LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 16th day of May 2020

Ray Z Ford
(Notary Public in and for the State of
Washington, residing at)
2901 S 26th Pl. Apt 228
Rogers AR 72858

My appointment expires:

OFFICIAL SEAL
RAY Z FORD
NOTARY PUBLIC, ARKANSAS
WASHINGTON COUNTY
COMMISSION # 12391328
COMMISSION EXP. 12/13/2022

(Lender Acknowledgment)

State Arkansas County Bentonville OF Bentonville ss.

I certify that I know or have satisfactory evidence that Wendy Williamson, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Private Banking Advisor of Arvest Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 11th 2020

My appointment expires:

Regina Veliz
(Notary Public in and for the State of
Bentonville, Washington, residing at)
4001 SW Haddon Loop
Bentonville, AR 72712



Exhibit A

Unit A-102, THE CREST AT SUNSET COVE CONDOMINIUM, a condominium according to the Declaration thereof recorded May 4, 2006, under Auditor's File No. 200605040035; records of Skagit County, Washington and Amended May 25, 2006, under Auditor's File No. 200605260013, records of Skagit County, Washington and December 20, 2006, under Auditor's File No. 200612200021, records of Skagit County, Washington and Survey Map and Plans thereof recorded May 4, 2006, under Auditor's File No. 200605040034, records of Skagit County, Washington.

Situated in Skagit County, Washington