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07/30/2020 12:12 PM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor

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

Land Title and Escrow

01-176145-0

(Space Above This Line For Recording Data)

LOAN NUMBER: 1904825500

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 14th day of July, 2020, between Amsberry Lake Cavanaugh LLC (fka TEC Holdings 108 LLC), a Washington Limited Liability Company, whose address is 25030 99th Place SE, Monroe, Washington 98272-7237 ("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 May 20, 2020 and recorded on 05/29/20, under recording number 202005290136, records of County of Skagit, State of Washington ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 33960 North Shore Drive, Mount Vernon, Washington 98274

Legal Description: Lot 44, Block 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 1," as per plat recorded in Volume 5 of Plats, pages 37 through 43, inclusive, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

Parcel ID/Sidwell Number: 3937-001-044-0008 Property I.D. No.: P66319

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:

- Vesting amendment to reflect grantor name change done on 07/08/2020, changing name from TEC Holdings 108 LLC, a Washington Limited Liability Company, instead to Amsberry Lake Cavanaugh LLC, a Washington Limited Liability Company..

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.

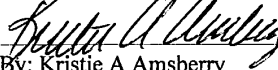
ORAL AGREEMENTS DISCLAIMER. Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

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.

Amsberry Lake Cavanaugh LLC (fka TEC Holdings 108 LLC)


By: Jeffrey G Amsberry
Its: Member

7-15-2020
Date


By: Kristie A Amsberry
Its: Member

7-15-2020
Date



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF *Snohomish*)

On this the *7/15/2020*, before me, *Katy Woods*, a *Notary*, personally appeared Jeffrey G Amsberry, Member on behalf of Amsberry Lake Cavanaugh LLC (fka TEC Holdings 108 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 Amsberry Lake Cavanaugh LLC (fka TEC Holdings 108 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: *8/29/2020*

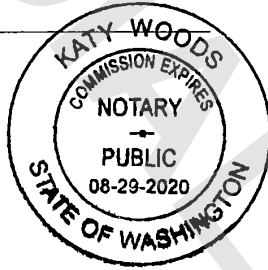
Katy Woods

Notary, in and for the state of Washington, residing at

Identification Number

Menroe Wa

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Snohomish)

On this the 7/15/2020, before me, Katy Woods, a Notary, personally appeared Kristie A Amsberry, Member on behalf of Amsberry Lake Cavanaugh LLC (fka TEC Holdings 108 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 Amsberry Lake Cavanaugh LLC (fka TEC Holdings 108 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:

8/29/2020

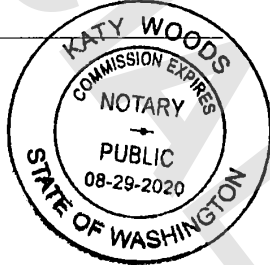
Katy Woods

Notary, in and for the state of Washington, residing at

Identification Number

Monroe, Wa

(Official Seal)



LENDER: Coastal Community Bank

[Signature]

7/23/20

By: Ed Stinson

Date

Its: VP/Relationship Manager



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Shoehornish)

On this the _____, before me, _____, a _____, personally appeared Ed Stinson, VP/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/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: 5-19-22 Christina Davis

Notary, in and for the state
of Washington, residing at
Burlington, WA

(Official Seal)



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

