

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
401 North Research Parkway, Floor 03
Winston Salem, North Carolina 27101-4245
MAC - D4004-03D

QNW 22-15649

SECOND MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FINANCING
STATEMENT AND ASSIGNMENT OF RENTS AND LEASES

Grantor (Grantor): 101 NORTH HILL, LLC
Grantee (Beneficiary): WELLS FARGO BANK, NATIONAL ASSOCIATION
Grantee (Trustee): FIRST AMERICAN TITLE INSURANCE COMPANY
Reference No. of Deed of Trust: 200305190202
Legal Description (abbreviated): Ptn. SW Section 29, Township 35 North, Range 4 East (aka Tract 16, BURLINGTON HILL BUSINESS PARK BSP). **Additional legal(s) on page A-1.**
Assessor's Tax Parcel/Account Number(s): P105951/8002-000-016-0005

THIS MODIFICATION (this "Modification") is entered into as of June 9, 2022, by and between 101 NORTH HILL, LLC ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust, Security Agreement, Fixture Financing Statement and Assignment of Rents and Leases dated as of May 19, 2003, executed by Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of Beneficiary, and recorded on May 19, 2003, under Document No. 200305190202, of the Records of Skagit County, Washington, as modified, which Deed of Trust was assumed by Grantor pursuant to the certain Assumption Agreement entered into as of June 24, 2014 hereof by and among Grantor, Jerry L. Smith and Beneficiary ("Deed of Trust").

B. The obligations secured by the Deed of Trust have been modified, and Grantor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of June 9, 2022, executed by 101 NORTH HILL, LLC and payable to Beneficiary or its order, in the principal amount of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (which promissory note

represents the refinancing of that certain promissory note dated as of June 24, 2014, and secured by the Deed of Trust), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

2. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

3. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.


BENEFICIARY:

GRANTOR:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

101 NORTH HILL, LLC

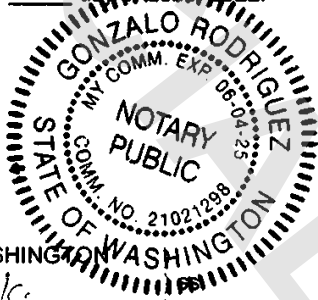
By: 
David J. Winters, Senior Vice President

By: 
Jerry L. Smith, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that David J. Winters is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9 day of ~~June~~ June, 2022.

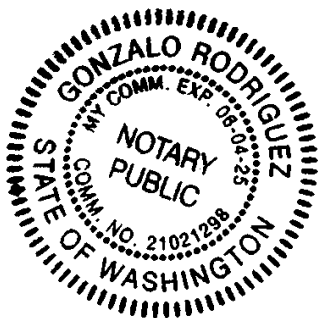


[Signature]
Notary Public – State of Washington
My appointment expires: 6/4/25

STATE OF WASHINGTON)
COUNTY OF King)

I certify that I know or have satisfactory evidence that Jerry L. Smith is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Member of 101 NORTH HILL, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9 day of June, 2022.



[Signature]
Notary Public – State of Washington
My Appointment Expires: 6/4/25

EXHIBIT A
(Description of Property)

Exhibit A to Deed of Trust and Assignment of Rents and Leases executed by 101 NORTH HILL, LLC, as Grantor, to WELLS FARGO NATIONAL BANK WEST, as Trustee, for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary, dated as of June 9, 2022.

Description of Property

Tract 16, of BURLINGTON HILL BUSINESS PARK, BINDING SITE PLAN, approved September 7, 1994, recorded September 8, 1994 in Volume 11 of Short Plats, pages 109 through 112, under Auditor's File No. 9409080052, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of Section 29, Township 35 North, Range 4 East, W.M.