		200907220084 Skagit County Auditor				
	7/22/	Skagit Col		or		
	••• ··· -	2009 Page	1 of	3 3:42PM		
			· · · _			
RETURN ADDRESS: Seattle Bank, a Washington state chartered stock savings						
bank Bellingham HomeBuilders Construction Group 190 Queen Anne Ave. N						
Sühe 100 Sesttle, WA 98109		N NORTHWES		0		
	GUANDIA	B92		ю.		
	<u>.</u>					
MODIFICATION OF D	EED OF TR	UST				
Reference # (if applicable): DT#2007062900	<u>>98</u>	Additional o	n page			
Grantor(s): 1. HANSELL/MITZEL, LLC						
Grantee(s)	1	i. N				
1. Seattle Bank, a Washington state chartere	ed stock savings	s bank				
Legal Description:						
Assessor's Tax Parcel ID#: 340409-2-007-006	24350	Additional o	n page			
THIS MODIFICATION OF DEED OF TRUST date between Hansell/Mitzel, LLC ("Grantor") and Seattle savings bank, whose address is Bellingham Home Anne Ave. N, Suite 100, Seattle, WA 98109 ("Leng	e Bank, a Wash Builders Const	hington state cha	rtered stock			
			,			
		Neg Jef				

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 70000045

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 27, 2007 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

June 28, 2007 under Auditor's File No. 200706290098, records of Skagit County, Washington.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

That portion of Section 19, Township 31 North, Range 3 East, W.M., as more particularly described under parcels A, B, C. D and E on Exhibit "A" attached hereto and incorporated herein by this reference.

The Real Property or its address is commonly known as XXXX Francis Road, Mount Vernon, WA 98273. The Real Property tax identification number is 340409-2-007-006.

MODIFICATION: Lender and Grantor hereby modify the Deed of Trust as follows:

Cross Collateralization. In addition to the Note, this Deed of Trust secured the following Related Loan: Promissory Note dated June 27, 2007, executed by Hansell/Mitzel, LLC in the amount of \$1,820,000.00, secured by a Deed of Trust of even date in favor of Seattle Savings Bank, n/k/a Seattle Bank, and encumbering a portion of the NW/4 and N/2SW/4 Section 19, T31N, R3E, W.M., Camano County, Washington, as specifically described in said Deed of Trust.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by vitue of this Modification. If any person who signed, the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification, 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.

CROSS-DEFAULT/CROSS-COLLATERAL:. Borrower understands that the Loan is cross-defaulted with the other loans from Lender to Borrower or its affiliates (collectively, the "Related Loans"), such that a default under anyone of the Related Loans constitutes a default under the Loan. Additionally, all of the Related Loans are cross-collateralized, such that following an event of default under any of the Related Loans, Lender, in its discretion, may exercise its rights and remedies against any and all of the collateral securing any of the Related Loans. Notwithstanding such cross-collateralization, Lender shall have the sole and exclusive right to segregate the separate security interests granted under the Related Loans so that the deed of trust given for each particular Related Loan shall act as security only for such obligations of Borrower as Lender, in its obligations so flateral as security only for such obligations of Borrower as Lender, in its obligations of Borrower rom the scope of the obligations of Borrower or any other party, by providing written notice to Borrower at any time prior to a foreclosure sale of any portion of any of the collateral for the Related Loans. Such notice shall identify by any reasonable means those particular obligations of Borrower that shall remain secured by each deed (s) of trust. Such notice shall be effective immediately to amend the Loan Documents in accordance therewith. Borrower hereby in revocably designates and appoints Lender as its atorney in fact, such power of atorney in accordance with this Section.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 22, 2009.

GRANTOR:

HANSELL/MITZE A C ZEL LLC

LENDER:

TON STATE CHARTERED STOCK SAVINGS BANK



2 of

3 3:42PM

7/22/2009 Page

	Loan No: 70000045	MODIFICATION OF (Conti	DEED OF TRUST		Page 3	
a a transmission and the second s Second second	y,					· _
A start and the second secon		D LIABILITY COMP	ANY ACKNOWLED		T JEEHOS	
Sector of the sector	.r.A			55	15 ⁵¹⁰ 1965	7
	STATE OF)) SS	ROS		Z
	COUNTY OF 2200)		PUBLIC	NO19
	COUNTY OF Sharp On this Notary Public, personally app or proved to me on the bas company that executed the voluntary act and deed of d operating agreement, for the execute this Modification and By	day of	, 20 <u>0</u>	$\frac{2}{7}$, before the, the	Undefision and	R. in
	Notary Public, personally app or proved to me on the bas company that executed the	eared Jerrrey DS-Hansell, wana is of satisfactory evidence to Modification of Deed of Trus	be a member or designat	ted agent of the din Modification to be	ite Olability	11.
	voluntary act and deed of 1 operating agreement, for the	he limited liability company, I uses and purposes therein me	by authority of statute, its ntioned, and on oath stated	s articles of organi that he or she is a	zation or its authorized to	
	execute this Modification and	in fact executed the Modificati	on on behalf of the limited	jability company.	lan	
	By Notary Public in and for the S	tota of HITA	Kesining at , My commiss	ion expires 36	Alaoiz	
	Rocary Public in and for the S		niy continuo			
					JEERO'	14.
				. 4	SSION EXA	412
	STATE OF THE)) SS	HOS Sol	TARY	N E
	COUNTY OF DLOG	<u>× </u>) 33		NOTAHT	NE
	Ú D III (20	before machine	undersigned of	53
	the uses and purposes therei and in fact executed the Mod	inpany, by authority of statute n mentioned, and on oath state ification on behalf of the limited	 a, its articles of organization authori b) that he or she is authori c) the state of the state o	n or its operating ag ized to execute this	Modification	
	deed of the limited liability of the uses and purposes there and in fact executed the Mod By The Mod Miggle Notary Public in and for the S	day of eared Daniel R. Mitzel, Manage satisfactory evidence to be a n of Deed of Trust and acknow mpany, by authority of statute n mentioned, and on oath statu filcation on behalf of the limited day tate of WA	e, it's articles of organization ed that he or she is authori I liability company. Residing at My commiss	n or its operating ag ized to execute this <u><u><u>Rucling</u></u> ion expires <u>3</u>2</u>		
	deed of the limited liability of the uses and purposes there and in fact executed the Mod By The Mot Market Notary Public in and for the S		No.	n or its operating ag ized to execute this <u>Furling</u> sion expires <u>3</u>		
			No.	n or its operating ag ized to execute this Tucling sion expires 32		
	deed of the limited liability of the uses and purposes there and in fact executed the Mod By Kork, M. Tyle Notary Public in and for the S		No.	n or its operating ag ized to execute this <u>Rueling</u> sion expires <u>3</u> 2		
			OWLEDGMENT	n or its operating ag ized to execute this <u>Fueling</u> sion expires <u>3</u> 2		
	STATE OF <u>Licentica</u> COUNTY OF <u>Kir</u> On this <u>20</u>	LENDER ACKN ngten g day of feeler	OWLEDGMENT) ss) 20 09	before me, th	ANDERS	
	STATE OF LOCATION COUNTY OF King On this 20 Notary Public, personally app on the basis of satisfactory e	LENDER ACKN	OWLEDGMENT	before me, ti liv know theme of a autorized sper-	ANDERS	
	STATE OF <u>COUNTY OF</u> COUNTY OF <u>King</u> On this <u>CO</u> Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumen stock savings bank, duly au	LENDER ACKN angten day of <u>Jeeler</u> bared <u>Jeeler</u> chartered stock savings bank it to be the free and voluntary thorized by Seattle Bank, a W	OWLEDGMENT	before me, to before me, to authorized, specta and present to k, a waa ingo pre- stock saving born stock saving born	ANDERS	
	STATE OF <u>WOuther</u> COUNTY OF <u>Kur</u> On this <u>Double</u> Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumer stock savings bank, duly au board of directors or otherw authorized to execute this js	LENDER ACKN	OWLEDGMENT) SS) SS) 20 20 20 20 20 20 20 20 20 20	before me, the before me, the authorized before and response stock saving before stock saving before on cath stated the	Indensined	
	STATE OF WOULD A COUNTY OF K On this Of Satisfactory e Bank, a Washington state acknowledged said instrument stock savings bank, duly au board of directors or otherw authorized to execute this?s Washington state chartered s By	LENDER ACKN ag day of <u>Jeeler</u> by deared <u>Breaks F</u> vidence to be the <u>source</u> by thorized by Seattle Bank, a W ise, for the uses and purpose aid instrument and in fact ex tock savings bank. meleu	OWLEDGMENT) SS) SS) 20 00 and personal 20 00 20 0 20 00 20 0 20 0 20 0 20 00 20 0 20 0 20 0 20 0 20 0 20 0	before me, the before me, the k ki on the me of authorized, north authorized, north authorized, north stock, saving, ban on oath stated the no oath stated the no obliait of See	underwined winderwined under	
	STATE OF WOULD A COUNTY OF K On this Of Satisfactory e Bank, a Washington state acknowledged said instrument stock savings bank, duly au board of directors or otherw authorized to execute this?s Washington state chartered s By	LENDER ACKN ag day of <u>Jeeler</u> by deared <u>Breaks F</u> vidence to be the <u>source</u> by thorized by Seattle Bank, a W ise, for the uses and purpose aid instrument and in fact ex tock savings bank. meleu	OWLEDGMENT) SS) SS) 20 00 and personal 20 00 20 0 20 00 20 0 20 0 20 0 20 00 20 0 20 0 20 0 20 0 20 0 20 0	before me, the before me, the authorized before and response stock saving before stock saving before on cath stated the	ANDER HALL	
	STATE OF WOULD AND A STATE OF WOULD AND A STATE OF WOULD AND A STATE OF A STA	LENDER ACKN	OWLEDGMENT) SS) SS) 20 00 and personal 20 00 20 0 20 00 20 0 20 0 20 0 20 00 20 0 20 0 20 0 20 0 20 0 20 0	before me, the k down the me of authorized, north the a way the store of attack saving parts took saving parts on oath stated the no behalf of See admond.	ANDER HALL	
	STATE OF COUNTY OF On this Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumen stock savings bank, duly au board of directors or otherw authorized to execute this is Washington state chartered as By Notary Public in and for the S	LENDER ACKN	OWLEDGMENT) SS) SS) 20 09 20 00 20 0 20 00 20 00 20 0 20 0	before me, the before me, the last strategy of the and respective and respective took a Way logo re- stock say the before me, the address of the before me, the stock say the stock say the before me, the stock say the before me, the stock say	NDERSING	
	STATE OF COUNTY OF On this Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumen stock savings bank, duly au board of directors or otherw authorized to execute this is Washington state chartered as By Notary Public in and for the S	LENDER ACKN ag day of <u>Jeeler</u> by deared <u>Breaks F</u> vidence to be the <u>source</u> by thorized by Seattle Bank, a W ise, for the uses and purpose aid instrument and in fact ex tock savings bank. meleu	OWLEDGMENT) SS) SS) 20 09 20 00 20 0 20 0 2	before me, the before me, the last strategy of the and respective and respective took a Way logo re- stock say the before me, the address of the before me, the stock say the say the stock say the say the stock say the say t	NDERSING	
	STATE OF COUNTY OF On this Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumen stock savings bank, duly au board of directors or otherw authorized to execute this is Washington state chartered as By Notary Public in and for the S	LENDER ACKN	OWLEDGMENT) SS) SS) 20 09 20 00 20 0 20 0 2	before me, the before me, the last strategy of the and respective and respective took a Way logo re- stock say the before me, the address of the before me, the stock say the say the stock say the say the stock say the say t	NDERSING	
	STATE OF COUNTY OF On this Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumen stock savings bank, duly au board of directors or otherw authorized to execute this is Washington state chartered as By Notary Public in and for the S	LENDER ACKN	OWLEDGMENT) SS) SS) 20 09 20 00 20 0 20 0 2	before me, the before me, the last strategy of the and respective and respective took a Way logo re- stock say the before me, the address of the before me, the stock say the say the stock say the say the stock say the say t	NDERSING	
	STATE OF COUNTY OF On this Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumen stock savings bank, duly au board of directors or otherw authorized to execute this is Washington state chartered as By Notary Public in and for the S	LENDER ACKN	OWLEDGMENT) SS) SS) 20 09 20 00 20 0 20 0 2	before me, the before me, the last strategy of the and respective and respective took a Way logo re- stock say the before me, the address of the before me, the stock say the say the stock say the say the stock say the say t	NDERSING	
	STATE OF COUNTY OF On this Notary Public, personally app on the basis of satisfactory e Bank, a Washington state acknowledged said instrumen stock savings bank, duly au board of directors or otherw authorized to execute this is Washington state chartered as By Notary Public in and for the S	LENDER ACKN	OWLEDGMENT) SS) SS) 20 09 20 00 20 0 20 0 2	before me, the before me, the last strategy of the and respective and respective took a Way logo re- stock say the before me, the address of the before me, the stock say the say the stock say the say the stock say the say t	NDERSING	