



201010040185
Skagit County Auditor

10/4/2010 Page 1 of 8 1:30PM

Recording Requested By:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
1310 10th Street, Suite 101
Bellingham, WA 98225

GUARDIAN NORTHWEST TITLE CO.

364689

And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
Loan Operations Center
3033 Elder Street, 1st Floor
Boise, ID 83705
Attn: BB RES

MODIFICATION OF DEED OF TRUST

Grantor (Grantor): SCHENK PACKING CO., INC.
Grantee (Beneficiary): WELLS FARGO BANK, NATIONAL ASSOCIATION
Grantee (Trustee): Pacific Northwest Title Company
Reference No. of Deed of Trust: 200105010130

This Modification of Deed of Trust (this "Modification") is entered into as of September 23, 2010, by and between Schenk Packing Co., Inc. ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by consolidation with Pacific Northwest Bank ("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 dated as of April 27, 2001, executed by Grantor to Pacific Northwest Title Company, as Trustee, in favor of Beneficiary, and recorded on May 1, 2001, under Recording No. 200105010130, of the Records of Skagit County, Washington, as may have been modified from time to time ("Deed of Trust").



B. The obligations secured by the Deed of Trust have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Deed of Trust, or other modifications to the Deed of Trust have become necessary, and Grantor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to include within the indebtedness and obligations secured by the Deed of Trust, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of September 23, 2010, evidencing indebtedness of Schenk Packing Co., Inc. to Beneficiary in the maximum principal amount of \$1,191,075.09 (which represents the refinancing of that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of April 27, 2001, 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, even if not specifically referenced therein.

2. The Deed of Trust is hereby modified to include within the indebtedness and obligations secured by the Deed of Trust, the payment of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Beneficiary in connection with any promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, at anytime secured by the Deed of Trust.

3. The Deed of Trust is hereby modified by amending and restating in its entirety the legal description of the real property described in the Deed of Trust as set forth on Exhibit A, attached hereto and incorporated herein, which shall be deemed to be the legal description set forth in the Deed of Trust as if originally described therein.

4. The Address of the Real Property collateral set forth in the Deed of Trust is hereby modified to be: 1321 South 6th Street and 1227 S 6th St, Mount Vernon, WA 98273. The Parcel Numbers of the Real Property collateral set forth in the Deed of Trust are hereby modified to be: 340429-2-031-0002 (P28604) and 340429-0-093-0001 (P28246).



5. 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, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Deed of Trust.

6. 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:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: Patrick Holm
Patrick Holm
Title: Lender

GRANTOR:

Schenk Packing Co., Inc.

By: Steve Lenz
Name: Steve Lenz
Title: President

By: Tam Lenz
Name: Tam Lenz
Title: Vice-President

Source ID 21258668414
BLAST Job ID 135152544
SMP # 613200750
Obligor 6908129089
Obligation 34
Processor Initials MJ



201010040185
Skagit County Auditor

BENEFICIARY ACKNOWLEDGMENT

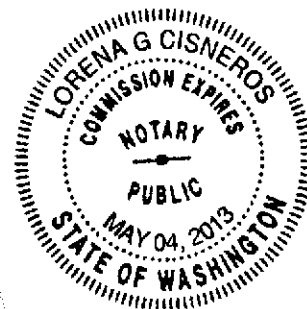
STATE OF WASHINGTON)
County of Skagit) SS.

I certify that I know or have satisfactory evidence that Patrick Holm is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: October 1st, 2010

Lorena Cisneros

Name (typed or printed): Lorena Cisneros
NOTARY PUBLIC in and for the State of Washington
Residing at: Skagit County
My appointment expires: May 04, 2013



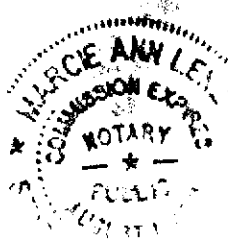
CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
County of Snohomish) SS.

I certify that I know or have satisfactory evidence that **Steve Lenz** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **President** of **Schenk Packing Co., Inc.** to the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 01, 2010

Marci Ann Lenz
Name (typed or printed): Marci Ann Lenz
NOTARY PUBLIC in and for the State of Washington
Residing at: Skagit County, Washington
My appointment expires: August 01, 2011



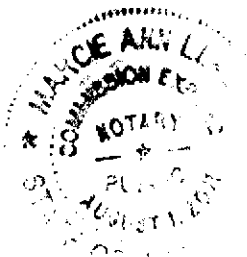
CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
County of Snohomish) SS.

I certify that I know or have satisfactory evidence that Tom Lenz is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the Vice-President of Schenk Packing Co., Inc. to the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 01, 2010

Marcie Ann Lenz
Name (typed or printed): Marcie Ann Lenz
NOTARY PUBLIC in and for the State of Washington
Residing at: Stanwood, Washington
My appointment expires: August 01, 2011



**Exhibit A
(Legal Description)**

Parcel A

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Great Northern Railway right-of-way which is 396 feet, South of the North line of said Section; thence East 425 feet, more or less, to the West line of the East 190 feet of said subdivision; thence South along said West line 264 feet; thence West to the East line of the Great Northern Railway right-of-way; thence Northerly along said right-of-way line to the point of beginning;

EXCEPT that portion described as follows:

The East 265 feet of the South 100 feet of that portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 29, lying North of the North line of Hazel Street; and

ALSO EXCEPT that portion thereof, if any, lying within the right-of-way of South 6th Street along the East line thereof;

ALSO EXCEPT the South 30 feet thereof conveyed to the City of Mount Vernon by instrument recorded October 14, 1920, under Auditor's File No. 145294, records of Skagit County, Washington, for street purposes, now known as Hazel Street; and

FURTHER EXCEPT beginning at the intersection of the West line of the East 265 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East, W.M., and the North right-of-way margin of Hazel Street; thence North 0 degrees 18'07" East 20.00 feet along said West line; thence North 49 degrees 17'00" West 83.00 feet; thence North 0 degrees 18'07" East 33.00 feet; thence South 89 degrees 58'43" West 87.00 feet; thence South 0 degrees 18'07" West 49.00 feet; thence South 61 degrees 41'10" East 122.55 feet, more or less, to said North right-of-way margin of Hazel Street at a point bearing South 89 degrees 58'43" West 42.00 feet from the point of beginning; thence North 89 degrees 58'43" East 42.00 feet along said North margin to the point of beginning;



Exhibit A continued

AND TOGETHER WITH the North ½ of that portion of said Hazel Street vacated May 26, 1965, by Mount Vernon City Ordinance No. 1483, being that portion of Hazel Street from the East boundary of the Great Northern (now Burlington Northern) Railway right-of-way 170 feet Eastward to the West line of Railroad Avenue, if extended Northerly.

Parcel B

That portion of the Northwest ¼ of the Northwest ¼ of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 336 feet South of the Southeast corner of Lot 12, Block 1, Central Addition to Mount Vernon, according to the plat thereof, recorded in Volume 2 of Plats, page 103, records of Skagit County, Washington; thence West 166 feet to the East boundary line of that parcel conveyed to B.J. Henshaw by Warranty Deed recorded April 12, 1922, under Auditor's File No. 203153, records of Skagit County, Washington; thence South along said Ease line 90 feet; thence East 165 feet; thence North 90 feet to the point of beginning;

EXCEPT that portion of said premises, if any, lying South of the North line of those premises conveyed to John T. Galyean, et ux, by Deed dated October 29, 1928, recorded January 11, 1933, under Auditor's File No. 254307, and recorded in Volume 154 of Deeds, page 566, records of Skagit County, Washington.

