

AFTER RECORDING RETURN TO:
Columbia State Bank
1102 Broadway Plaza, MS 6100
Tacoma, WA 98402



201301230005
Skagit County Auditor

1/23/2013 Page 1 of 5 9:40AM

LAND TITLE OF SKAGIT COUNTY

M-19800
P53685

(Space Above This Line For Recording Data)

LOAN NUMBER: 1210005933

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 30th day of October, 2012, between Marnor LLC, an Alaska Limited Liability Company, whose address is 262 Kaagwaantaan St, Sitka, Alaska 99835 ("Grantor"), and Columbia State Bank - Burlington Office whose address is 723 Haggan Drive, Burlington, Washington 98233 ("Lender").

Columbia State Bank - Burlington Office and Grantor entered into a Deed of Trust dated July 25, 2007 and recorded on August 2, 2007, filed for record in records of County of Skagit, State of Washington, with recorder's entry number 200708020158 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 1111 S 10th St, Mount Vernon, Washington 98273

Legal Description: LOTS 9 AND 10, BLOCK 25, "MAP OF MILLETT'S ADDITION TO MT. VERNON, SKAGIT COUNTY, WASHINGTON, " AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 63, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel ID/Sidwell Number: 3741-025-010-0003

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:

- The purpose of this Modification to the Deed of Trust is to amend the vesting as follows:
Marnor LLC an Alaska 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.

[Handwritten Signature]

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.

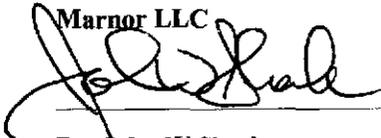
This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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.

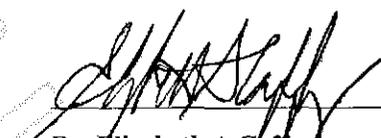
ADDITIONAL PROVISIONS. FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable 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.

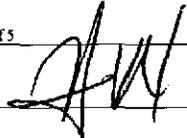
Marnor LLC


By: John W Skeele
Its: Managing Member

12/19/2012
Date


By: Elizabeth A Caffrey
Its: Managing Member

12/19/2012
Date

Initials 



201301230005
Skagit County Auditor

BUSINESS ACKNOWLEDGMENT

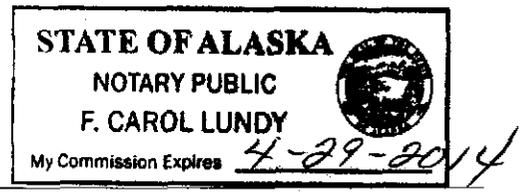
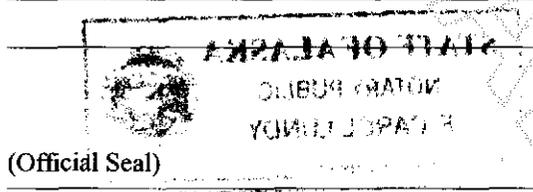
STATE OF Alaska)
~~WASHINGTON~~)
COUNTY OF Sitka)

On this the 19 December 2012, before me F. Carol Lundy ^{notary} _{public}, personally appeared **John W Skeele**, **Managing Member** on behalf of **Marnor LLC**, an Alaska 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 is 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 **Managing Member** of **Marnor 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: 4-29-2014 F. Carol Lundy

Alaska, in and for the state of ~~Washington~~, residing at

Identification Number 116322



Initials JWS



201301230005
Skagit County Auditor

BUSINESS ACKNOWLEDGMENT

STATE OF Alaska)
WASHINGTON)
COUNTY OF Sitka)

On this the 19 December 2012, before me, F. Carol Lundy, a notary public, personally appeared Elizabeth A Caffrey, Managing Member on behalf of Marnor LLC, an Alaska 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 is 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 Managing Member of Marnor 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: 4-29-2014

F. Carol Lundy

Alaska, in and for the state of
Washington, residing at
205 Vitskari St

Identification Number 116322

SITKA, AK 99835
(Official Seal)

STATE OF ALASKA
NOTARY PUBLIC
F. CAROL LUNDY
My Commission Expires 4-29-2014

LENDER: Columbia State Bank - Burlington Office

By: Holley Weyrich Date 12/21/12
Its: Commercial Banking
officer

Initials [Signature]



201301230005
Skagit County Auditor

BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this the 30th day of October, 2012, before me, Karen Zuidema Notary, personally appeared Holley Weyrich on behalf of Columbia State Bank - Burlington Office, a(n) Commercial 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 is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as _____ of Columbia State Bank - Burlington Office, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

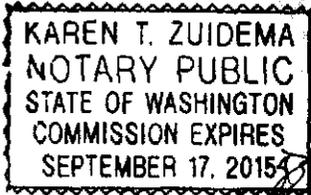
In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 9/17/15
Notary, in and for the state of
Washington, residing at Anacortes
Skagit County
WA

Karen T. Zuidema

Skagit County, WA
Identification Number _____

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Columbia State Bank
1102 Broadway Plaza, MS 6100
Tacoma, WA 98402

Initials



201301230005
Skagit County Auditor