AFTER RECORDING RETURN TO:

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Lane Powell PC 1420 5th Avenue, Suite 4200 Seattle, WA 98111-9402 Attention: Gregory R. Fox

MODIFICATION OF DEED OF TRUST

106360

GUARDIAN NORTHWEST TITLE CO.

GRANTOR:

Yosemite Management Group, LLC

GRANTEE (Beneficiary):

Washington Federal

GRANTEE (Trustee):

LPSI Corporate Services, Inc.

ABBREV. LEGAL DESCRIPTION:

Lot B, Survey #200511220072, Ptn. Lts 16-18, Blk 2,

Beale's Maple Grove Addn.

ASSESSOR'S TAX PARCEL ID#:

3775-002-018-0000 (P123892)

REFERENCE NUMBERS:

201308130086

This Modification of Deed of Trust (this "Modification") is made as of this 27th day of June, 2014, by and among Yosemite Management Group, LLC, a California limited liability company ("Grantor"), LPSL Corporate Services, Inc., a Washington corporation ("Trustee"), and Washington Federal, a national association (hereinafter the "Beneficiary" or "Lender"), with reference to the following facts:

- A. Grantor executed that certain Short Form Deed of Trust (together with all modifications thereto, the "Deed of Trust") dated August 9, 2013, and recorded August 13, 2013 in the Official Records of Skagit County, Washington under instrument number 201308130086, in favor of Beneficiary. The Deed of Trust encumbers certain real property located in Skagit County, Washington, and legally described as follows (the "Property")?
 - LOT B, AS DELINEATED ON BOUNDARY LINE ADJUSTMENT SURVEY RECORDED NOVEMBER 22, 2005 UNDER AUDITOR'S FILE NO. 200511220072 BEING A PORTION OF LOTS 16 THROUGH 18, BLOCK 2, "BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.
- B. Grantor and Beneficiary have entered into that certain Master Loan Modification Agreement of even date herewith, wherein provision is made for modification of the Deed of Trust to additionally secure that certain Promissory Note dated July 1, 2014, in the principal amount of One Hundred Forty One Thousand Sixty Two Dollars (\$141,062.00).

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- NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
- 1. <u>Indebtedness Secured</u>. The Deed of Trust is amended to secure in addition to all other debts described therein, that certain Promissory Note dated July 1, 2014, executed by Grantor in the principal amount of \$141,062.00. The following subsection (d) is hereby added to page 2 of the Deed of Trust:
 - "(d) All obligations, debts and liabilities, plus interest thereon, owing to Lender under that certain Promissory Note dated July 1, 2014, executed by Yosemite Management Group, LLC ("Borrower"), in the stated principal sum of ONE HUNDRED FORTY ONE THOUSAND SIXTY TWO DOLLARS (\$141,062.00), and all amendments, renewals or modifications thereof (together with the Note described above, the "Note")."
- 2. <u>Waiver</u>. Failure of either party at any time to require performance of any provision of this agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
- 3. <u>Amendment</u>. This agreement may not be modified or amended except by the written agreement of the parties.
- 4. <u>Severability</u>. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- 5. <u>Construction and Interpretation</u>. The headings or titles of the sections of this agreement are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this agreement.
- 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall serve as an original and all of which, taken together, shall constitute one and the same document.

All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment, and remain binding on the parties thereto.

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\$75,00 4 1:12PM ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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

GRANTOR:

YOSEMITE MANAGEMENT GROUP, LLC, a California limited liability company

Name: Gerald D. Fischer

Its: Manager

BENEFICIARY:

WASHINGTON FEDERAL, NATIONAL ASSOCIATION

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STATE OF CALIFORNIA)			
COUNTY OF SANTA (RP) ss.			
On JULY 8 2014 bef	m Waly	BOLOWIN HOTA	ry Rusule
personally appeared. GERALD D. FI	schte	ereaver 110"	,
who proved to me the basis of satisfactory ev	idence to be the	person(s) whose r	name(s) is/are
subscribed to the within instrument and acknow	vledged to me tha	at he/she/they exec	uted the same
in his/her/their authorized capacity(ies), and the	at by his/her/thei	ir signature(s) on t	he instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I CO I DENIATE OF DEPTHDY	1 41 1 C	at a days of Oalte	. to all a all a
I certify under PENALTY OF PERJURY un foregoing paragraph is true and certect.	der the laws of	the State of Califo	omia that the
toregoing paragraph is true and conect.			
WITNESS my hand and afficial seal			
100 00		****	
WX, XX			KELLY BALDWIN
Signature WWV Y	(Seal)		Commission # 2043978 Notary Public - California
	^		Santa Cruz County
STATE OF WASHINGTON)		, m	y Comm. Expires Oct 4, 201
) cc			
COUNTY OF KING			
I certify that I know or have satisfacto		Name Culbert	in Alexander
who appeared before me, and said person ackr	ry evidence that he	signed this instru	is the person
stated that he is authorized to execute the instr	ument and ackno	wledged it as V (e Præsident
for WASHINGTON FEDERAL, to be his free	and voluntary as	ct of such party for	the uses and
purposes mentioned in this instrument.			
DATED: VULY 9, 2014	MVL		
DATED: VULLY 7, LV19		(
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		C for the State of W	asnington,
C. NORDIA	esiding at	attle (<u>-</u>
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