

AFTER RECORDING RETURN TO:

Washington Federal
1500 Cornwall Avenue
Bellingham, WA 98225
Attention: Eric Waidman



Skagit County Auditor
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6 11:42AM

MODIFICATION OF DEED OF TRUST

GRANTOR: Brim Properties, L.L.C. LAND TITLE OF SKAGIT COUNTY
GRANTEE (Beneficiary): Washington Federal
GRANTEE (Trustee): Land Title Company 106836
ABBREV. LEGAL DESCRIPTION: P1/4 SE 1/4 SW 1/4, 29-34-4 E W.M. aka Lots 2&3,
SP #PL03-0071
ASSESSOR'S TAX PARCEL ID#: 8043-000-002-0000 (P120398); 8043-000-003-0000
(P120399)
REFERENCE NUMBERS: 201102230056 ACCOMMODATION RECORDING

This Modification of Deed of Trust (this "Modification") is made as of this 15th day of October, 2014, by and among Brim Properties, L.L.C., a Washington limited liability company ("Grantor"), Land Title Company ("Trustee"), and Washington Federal, National Association (hereinafter the "Beneficiary" or "Lender"), with reference to the following facts:

A. Grantor executed that certain Deed of Trust dated as of February 10, 2011 (together with all modifications thereto, the "Deed of Trust"), and recorded February 23, 2011 in the Official Records of Skagit County, Washington under instrument number 201102230056, in favor of Beneficiary. The Deed of Trust encumbers the real property situated in the State of Washington, County of Skagit, and legally described to-wit (the "Property"):

LOTS 2 AND 3 OF BINDING SITE PLAN NO. PL03-0071, RECORDED MAY 7, 2003, UNDER AUDITOR'S FILE NO. 200305070015, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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 as of October 15, 2014, in the

principal sum of Eight Hundred Twenty-Two Thousand Eight Hundred Fifty-Four and 99/100 Dollars (\$822,854.99).

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. Indebtedness Secured. The Deed of Trust is amended to secure in addition to all other debts described therein, that certain Promissory Note dated as of October 15, 2014, in the principal sum of Eight Hundred Twenty-Two Thousand Eight Hundred Fifty-Four and 99/100 Dollars (\$822,854.99). The Deed of Trust is hereby modified to delete the stated definition of "Note" on pages 8-9 in its entirety, and replace it with the following:

"Note. The word "Note" shall collectively mean that certain (i) amended and restated promissory note dated as of June 14, 2013, in the stated principal amount of Nine Hundred Thirteen Thousand Six Hundred Forty-Four and 13/100 Dollars (\$913,644.13), from Grantor to Lender, and (ii) promissory note dated as of October 15, 2014, in the original principal amount of Eight Hundred Twenty-Two Thousand Eight Hundred Fifty-Four and 99/100 Dollars (\$822,854.99), from Grantor to Lender, together with all renewals of, extensions of, refinancings of, consolidations of, and substitution for the foregoing promissory notes or agreements."

2. Related Documents. The Deed of Trust is hereby modified to delete the stated definition of "Related Documents" on page 9 in its entirety, and replace it with the following:

"Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness, excluding any guaranties."

3. Waiver. 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.

4. Amendment. This agreement may not be modified or amended except by the written agreement of the parties.

5. Severability. 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.

6. Construction and Interpretation. 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.

7. Counterparts. 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.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[Signatures on following page]



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

GRANTOR:

BRIM PROPERTIES, L.L.C., a Washington
limited liability company

By: [Signature]

Name: Daniel G. Brim

Its: Manager

By: [Signature]

Name: Teresa J. Brim

Its: Manager

BENEFICIARY:

WASHINGTON FEDERAL, NATIONAL
ASSOCIATION

By: [Signature]

Name: VERIE WAIDMAN

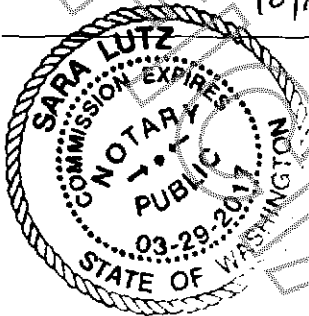
Its: V.P.



STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that Daniel G. Brim 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 Manager of BRIM PROPERTIES, L.L.C., to be his free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 10/15/14 Sm



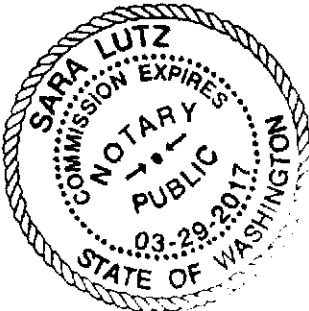
Print Name: SARA LUTZ
NOTARY PUBLIC for the State of Washington,
residing at Bellingham, WA

My appointment expires: 3-29-17

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that Teresa J. Brim is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as Manager of BRIM PROPERTIES, L.L.C., to be her free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 10/15/14 Sm



Print Name: SARA LUTZ
NOTARY PUBLIC for the State of Washington,
residing at Bellingham, WA

My appointment expires: 3-29-17

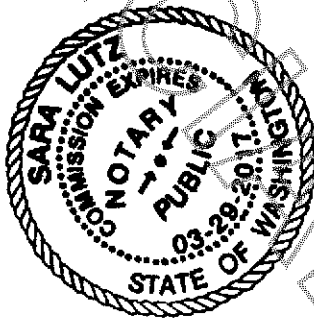


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STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that Eric Waidman 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 VP for WASHINGTON FEDERAL, NATIONAL ASSOCIATION, to be his free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 10/16/14



Print Name: SARA LUTZ
NOTARY PUBLIC for the State of Washington,
residing at Bellingham, WA

My appointment expires: 3-29-17



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