

**POOR ORIGINAL**



201602180054

Skagit County Auditor

\$297.00

2/18/2016 Page

1 of

6 11:30AM

After Recording Mail To:

U.S. Bank National Association  
10800 N.E. Eighth Street, Suite 1000  
Bellevue, WA 98004  
Attention: Phil Davis

**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS  
AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING**

**Coversheet Recording Information:**

Reference  
Number(s) of  
Documents  
amended:

201101190177

**CHICAGO TITLE**  
**620012085**

GRANTOR:

1. QUATTRO PROPERTIES L.L.C., a Washington limited liability company
- 2.

GRANTEE  
(Beneficiary):

U.S. BANK NATIONAL ASSOCIATION, a national banking association

GRANTEE  
(Trustee):

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

LEGAL

PTN NE, 03-34-02

DESCRIPTION:

The complete legal description is on \_\_\_\_\_.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:

P19712, P19675, P19677, P19687, 340203-0-041-0006, 340203-0-001-0004, 340203-0-002-0003 and 340203-0-011-0002

**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING**

This SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING dated as of January 4, 2016 (this "Amendment") is made with respect to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of January 6, 2011, and recorded January 19, 2011, under Skagit County Recording No. 201101190177, and granted by QUATTRO PROPERTIES L.L.C., a Washington limited liability company as "Grantor," to U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as "Trustee" for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as "Beneficiary" (as amended from time to time, the "Deed of Trust"). Capitalized terms used but not defined herein shall have the meaning set forth in the Deed of Trust.

**AGREEMENT**

IT IS HEREBY AGREED AS FOLLOWS:

1. The Deed of Trust is hereby amended to reflect that the Note and the Loan Agreement have been amended by that certain Amendment to Loan Documents of even date herewith between Grantor and Beneficiary (the "Amendments to Loan Documents").
2. The Deed of Trust is hereby further amended to reflect that the term note dated January 6, 2011 in the original principal amount of \$7,125,000 has been amended and restated pursuant to that certain Amended and Restated Term Note of even date herewith in the principal amount of \$6,308,177.44. The Amended and Restated Term Note, among other things, amends and restates the loan amount, maturity date and applicable interest rate of the Note. Upon the effectiveness of this Amendment, the Amended and Restated Term Note shall be the "Note" for all purposes of the Deed of Trust.
3. Section 7 of the "Secured Obligations" section of the Deed of Trust hereby deleted in its entirety and replaced with the following:
  - (7) Payment and performance of (a) all obligations of T Bailey, Inc. to Beneficiary, now or hereafter arising, under that certain amended and restated revolving credit agreement between T Bailey, Inc., as borrower, and Beneficiary, as lender, dated as of January 6, 2011, and all "Loan Documents" as defined therein; (b) all obligations of T Bailey, Inc. to Beneficiary, now or hereafter arising, under that certain amended and restated credit agreement between T Bailey, Inc., as borrower, and Beneficiary, as lender, dated as of January 6, 2011, as amended, and all "Loan Documents" as defined therein; (c) all obligations of T Bailey, Inc. to Beneficiary, now or hereafter arising, under that certain term loan agreement between T Bailey,

UNOFFICIAL DOCUMENT

Inc., as borrower, and Beneficiary, as lender, dated as of August 30, 2013, as amended, and all "Loan Documents" as defined therein; and (d) all obligations of Grantor to Beneficiary, now or hereafter arising, under that certain loan agreement between Grantor, as borrower, and Beneficiary, as lender, dated as of October 29, 2004, as amended, and all "Loan Documents" as defined therein.

4. Except as set forth herein and the Amendments to Loan Documents, all of the terms and conditions of the Deed of Trust, as amended, shall remain in full force and effect and are hereby ratified and affirmed.

5. This Amendment may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.

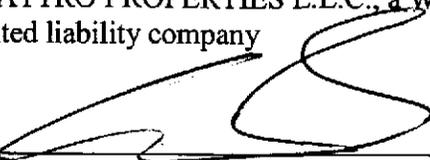
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor has executed this Amendment as of the date first above written.

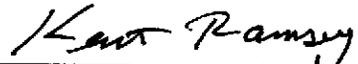
**GRANTOR:**

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

By   
Gene Tanaka, Manager

**BENEFICIARY:**

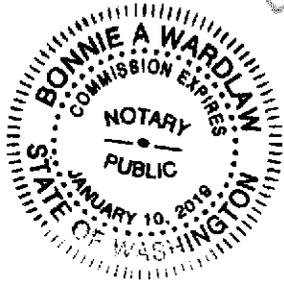
U.S. BANK NATIONAL ASSOCIATION,

By   
Name: KENT RAMSEY  
Title: SVP

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Gene Tanaka is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the manager of QUATTRO PROPERTIES L.L.C., a Washington limited liability company, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: January 4, 2016.



Bonnie Wardlaw  
(Signature of Notary)

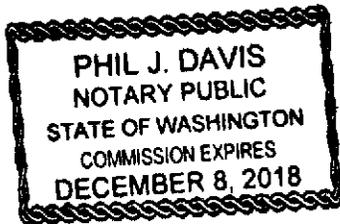
Bonnie Wardlaw  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at Edmonds  
My appointment expires: 1-10-19.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 28<sup>th</sup> day of January, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kent Ramsey, to me known to be the person who signed as a SUP of U.S. BANK NATIONAL ASSOCIATION, the national banking association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the national banking association and that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



  
\_\_\_\_\_

(Signature of Notary)

Phil J. Davis

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle, WA

My appointment expires: 12/8/2018