



201612010045

RETURN ADDRESS:

Pacific Continental Bank
P.O. Box 10727
Eugene, OR 97440-2727

Skagit County Auditor

\$78.00

12/1/2016 Page

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1:43PM

CHICAGO TITLE

1C33300

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): ~~170011076~~ /200412290078 Additional on page ____

Grantor(s):

1. MTV LLC

Grantee(s)

1. Pacific Continental Bank

Legal Description: PTN SE 31-34-04

Additional on page ____

Assessor's Tax Parcel ID#: 340431-4-005-0006 (P29315)



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THIS MODIFICATION OF DEED OF TRUST dated November 17, 2016, is made and executed between MTV LLC, a Washington limited liability company, whose address is 2810 Eastlake Avenue East, Seattle, WA 98102 ("Grantor") and Pacific Continental Bank, whose address is Washington Loan Operations, 1100 Olive Way, Suite 102, Seattle, WA 98101 ("Lender").



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**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 170011076

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 21, 2004 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on December 29, 2004, as Reception #200412290078, in the official records of Skagit County, State of Washington.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

See legal description in the Deed of Trust described above, which is made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3813 Old Hwy 99 South, Mount Vernon, WA 98273. The Real Property tax identification number is 340431-4-005-0006 (P29315).

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

PRINCIPAL INCREASE: The maximum principal amount pursuant to the Note is now \$250,000.00. Accordingly, the maximum lien amount of this Deed of Trust shall be \$250,000.00.

FUTURE ADVANCES: In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

DEFINITIONS: The following word(s) shall have the following meaning(s) when used in this Deed of Trust.

NOTE: The word "Note" now means the Promissory Note dated November 17, 2016 in the original principal amount of \$250,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions for the note or credit agreement.

LENDER & BENEFICIARY: The words "Lender" and "Beneficiary" mean PACIFIC CONTINENTAL BANK, successor in interest to Northwest Business Bank.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 17, 2016.



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**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 170011076

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GRANTOR:

MTV LLC

By:

Donald P. Gai
Donald P. Gai, Manager of MTV LLC

LENDER:

PACIFIC CONTINENTAL BANK

X

Scott L. Bell, U.P.
Authorized Officer



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Washington

COUNTY OF

King

On this 25th day of November, 2016, before me, the undersigned Notary Public, personally appeared Donald P. Gai, Manager of MTV LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification, and in fact executed the Modification on behalf of the limited liability company.

By

[Signature]
Notary Public in and for the State of WA

Residing at

Mountain View

My commission expires

7-29-19



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**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 170011076

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LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

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On this 25 day of November, 20 16, before me, the undersigned Notary Public, personally appeared Daphne Balaban V.P. and personally known to me or proved to me on the basis of satisfactory evidence to be the V.P., authorized agent for Pacific Continental Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Pacific Continental Bank, duly authorized by Pacific Continental Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Pacific Continental Bank.

By [Signature]
Notary Public in and for the State of WA

Residing at Mountain Terrace
My commission expires 7-29-19

