



201701170211

Skagit County Auditor

\$134.00

1/17/2017 Page

1 of

12 2:17PM

Document Title: Further Amend and Restated Deed of Trust

Reference Number: 201602080029 & 201205040019

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Commercial Cold Storage Inc.

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. Arthur Kalberg & Karen Kalberg

2. Reider Tynes

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

SE/4 section

19/34/04

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P26531

P26532

I, Hilary Bonnette

, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$73.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Hilary Bonnette

Dated January 17, 2017

When recorded return to:

Robert J. Rauch, Esq.  
Law Offices of Robert J. Rauch  
1159 Chuckanut Ridge Drive  
Bow, Washington 98232

Document Title: **Further Amended and Restated Deed of Trust**

Reference Number of Related Document: **201602080029**

Grantor: **COMMERICAL COLD STORAGE, INC., a Washington corporation**

Grantees/Beneficiaries: **Arthur Kalberg & Karen Kalberg, husband and wife; Reidar Tynes, a widower, Keven J. Tynes, in his capacity as executor of the will of Linda Tynes, Gary Thor & Jennifer Thor, husband and wife; and Teresa Hjelle, an unmarried woman**

Assessor's Tax Parcel Number P26489

Abbreviated Legal Description: (1.1500 ac) TAX 41 BEG ON W SIDE 1ST ST & N LI BROA DST IF EXT WLY TH N ALG W LI 1ST ST 85FT TH WLY AT R/A TO SKAGIT RIV TH SLY ALG RIV TAP 75FT MEAS AT R/A TO N LI SNOQU- ALMIE ST IF EXT WLY TH E PLT N LI SD ST TO E LI 1ST ST TH NLY ALG W LI 1ST ST TPOB

Assessor's Tax Parcel Number P26490

Abbreviated Legal Description: (0.2900 ac) TAX 43 BEG AT INT OF LI DRWN W FR NW C BLK 8 RIVERSIDE WI W LI 1ST ST TH N 20 DEG E 34FT TH W TO SKAGIT RIV TH ALG SD RIV TAP W OF TPB TH E TPB

Assessor's Tax Parcel Number: P26491

Abbreviated Legal Description: (1.7100 ac) TAX 44-45-46 BEG ON W SIDE 1ST ST 322FT W OF NW C BLK 8 RIVERSIDE ADD TH S 20 DEG W 343.34 FT TH W TO SKAGIT RIV TH NLY ALG SD RIV TAP W OF TPB LESS PTN TAX 50

Assessor's Tax Parcel Number: P26504

Abbreviated Legal Description: TAX 50 BEG AT INT OF S LI SNOQUALMIE ST & W LI 1ST ST TH S ALG W LI 1ST ST 343.34FT TPB TH S 20DEG W ALG WLY LI 1ST ST 290.14FT TO ANGLE PT IN ST LI TH S 52DE G07FT W ALG W LI 1ST ST 56.66FT TH N 70 DEG W 375 FT M/L TO SKAGIT RIV TH NELY ALG RIV TAP BEAR N 70 DEG W FR TPB TH S 70DEG E 285FT TPB THIS TAX IS FORMER TAX 50 50 1/2C 50 1/2D & PTN 46 (2.1000 ac)

Assessor's Tax Parcel Number: P26505

Abbreviated Legal Description: TAX 51 GV LT 6 SEC 19 & NW1/4 NE1/4 SEC 30 BEG AT INT OF SNOQUALMIE ST SHWN BLK S8 & 9 RIVERSIDE ADD PROD W & WLY LI 1ST TH S 20-00 W ALG WLY LI SD 1ST ST 633.4 8FT TO ANGLE PT 1ST ST TH S 52-07 W ALG WLY LI 1ST ST 56.68FT TPB TH S 55-04 W ALG WLY LI 1ST ST 8.47FT TH S 51-49 W ALG WLY LI 1ST ST 38.84FT TH S 72-00 W 57.31FT TH S 89-06 W 51.48FT TH N 70-00 W 326FT M/L TO BNK SKAGIT RIV TH

THIS FURTHER AMENDED AND RESTATED DEED OF TRUST, is made this 14<sup>th</sup> day of January, 2017 between COMMERICAL COLD STORAGE, INC., a Washington corporation, GRANTOR, with its principal offices located at 1011 South First Street, P.O. Box 1167, Mount Vernon, Washington 98273; CHICAGO TITLE INSURANCE COMPANY, a corporation doing business in the State of Washington, TRUSTEE, with offices located at 701 5th Avenue, Seattle, WA 98104; and Arthur Kalberg & Karen Kalberg, husband and wife, whose address is 15023 SE 139<sup>th</sup> Place, Renton, Washington 98059 ("the Kalbergs"), Reidar Tynes, whose address is 1212 Culbertson Drive, Seattle, Washington 98177 ("Mr. R. Tynes"); Keven J. Tynes, in his capacity as executor of the will of Linda Tynes, whose address is 8025 Interlake Avenue, North, Seattle, Washington 98103 ("Mr. K. Tynes"); Gary Thor & Jennifer Thor, husband and wife, whose address is 12543 Patricia Lane, Burlington, Washington 98233 ("the Thors"); and Teresa Hjelle, an unmarried woman, whose address is P.O. Box 77004, Seattle, Washington 98177 ("Ms. Hjelle"). The Kalbergs, Mr. R. Tynes, Mr. K. Tynes, the Thors, and Ms. Hjelle are sometimes hereinafter collectively referred to as the "BENEFICIARIES." Grantor, Trustee, and the Beneficiaries are sometimes hereinafter collectively referred to as the "Parties," and individually as a "Party."

### RECITALS

**WHEREAS**, Grantor previously executed that certain Deed of Trust dated May 1, 2012, recorded as document number 201205040019 in the records of the Auditor of Skagit County, Washington, to secure a loan from Beneficiaries to Grantor of the same date; and

**WHEREAS**, Grantor executed an Amended and Restated Deed of Trust dated February 8, 2016, recorded as Document number 201602080029 in the records of the Auditor of Skagit County, Washington, in order to correct certain errors that had been discovered in the original Deed of Trust; and

**WHEREAS**, since the execution and recording of the Amended and Restated Deed of Trust, Grantor has conveyed certain of its property to the City of Mt. Vernon to assist in the completion of the City's flood control project, which property is more fully described in that certain Bargain and Sale Deed dated February 12, 2016, recorded in the records of the Auditor of Skagit County, Washington; and

**WHEREAS**, since the execution of the original Deed of Trust, Linda Tynes, the wife of Reidar Tynes has died, and her estate is now being administered by Keven Tynes, her son, pursuant to letters testamentary dated January 12, 2016 issued by the Superior Court of King County, Washington in proceeding No. 15-4-07035-2 SEA; and

**WHEREAS**, the Beneficiaries have elected to loan additional funds to Grantor, which additional loan is evidenced by that certain Amended and Restated Loan Agreement dated January 14, 2017, and that certain Amended and Restated Promissory Note, also dated January 14, 2017; and

**WHEREAS**, this Further Amended and Restated Deed of Trust secures the performance of Grantor under the Amended and Restated Loan Agreement and the Amended and Restated Promissory Note; and

**WHEREAS**, this Further Amended and Restated Deed of Trust replaces the Amended and Restated Deed of Trust in its entirety;

**NOW THEREFORE, WITNESSETH:** Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the real property described in Exhibit A hereto, and incorporated by this reference, located in Skagit County, Washington, which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging, or in any wise appertaining, and the rents, issues and profits thereof.

This Further Amended and Restated Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the re-payment of the sum of ONE MILLION THREE HUNDRED NINETY NINE THOUSAND, TWO HUNDRED EIGHTY SIX DOLLARS AND FIFTY TWO CENTS (\$1,399,286.52) with interest, in accordance with the terms of that certain Amended and Restated Promissory Note dated January 14, 2017, payable to Beneficiaries or to order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiaries to Grantor, or any of its successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Further Amended and Restated Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Amended and Restated Deed of Trust. All policies shall be held by the Beneficiaries, and be in such companies as the Beneficiaries may approve and have any loss payable first to the Beneficiaries, as their interests may appear, and then to the Grantor. The amount collected under any insurance policy may be applied to any indebtedness hereby secured in such order as the Beneficiaries shall determine. Such application by the Beneficiaries shall not cause the discontinuance of any proceedings to foreclose this Amended and Restated Deed of Trust. In the event of foreclosure, all rights of the Grantor in the insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiaries to foreclose this Amended and Restated Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

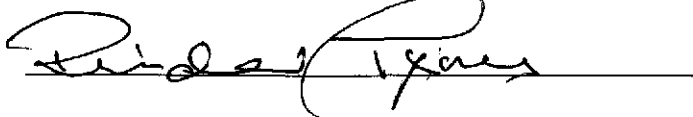
IT IS MUTUALLY AGREED THAT:

- 1 In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiaries to be applied to said obligation.
- 2 By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their rights to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3 The Trustee shall re-convey all or any part of the property covered by this Further Amended and Restated Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiaries, or upon satisfaction of the obligation secured and written request for re-conveyance made by the Beneficiaries or the person entitled thereto.
- 4 Upon a default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiaries. In such event, and upon written request of the Beneficiaries, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of

Washington, at public auction to the highest bidder. Any person, except Trustee, may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Amended and Restated Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had, or had the power to convey at the time of its execution of this Further Amended and Restated Deed of Trust, and such as it may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Further Amended and Restated Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
7. The power of sale conferred by this Further Amended and Restated Deed of Trust, and by the Deed of Trust Act of the State of Washington, is not an exclusive remedy; Beneficiaries may cause this Further Amended and Restated Deed of Trust to be foreclosed as a mortgage.
8. In the event of the death, incapacity, disability or resignation of the Trustee, the Beneficiaries may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Further Amended and Restated Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust, or of any action or proceeding in which Grantor, Trustee, or Beneficiaries shall be a party, unless such action or proceeding is brought by the Trustee.
9. This Further Amended and Restated Deed of Trust applies to, inures to the benefit of, and shall be binding upon, not only the Parties hereto, but also upon their respective heirs, devisees, legatees, administrators, executors and assigns. The term "Beneficiaries" shall mean the holder and owner of the Amended and Restated Promissory Note secured hereby, whether or not named as a beneficiary herein.

COMMERCIAL COLD STORAGE, INC.

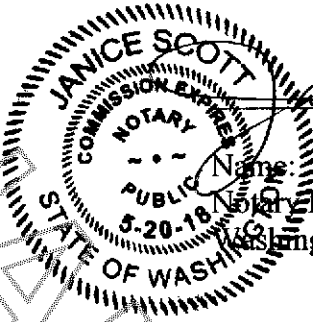


BY: Reidar Tynes, Chairman of the Board of Directors

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

This is to certify that on this day there appeared personally before me Reidar Tynes, the Chairman of the Board of Directors of COMMERCIAL COLD STORAGE, INC., known to me to be the individual who executed the foregoing AMENDED AND RESTATED DEED OF TRUST on behalf of COMMERCIAL COLD STORAGE, INC., and did acknowledge and declare to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned and that he is authorized to sign on behalf of COMMERCIAL COLD STORAGE, INC.

GIVEN under my hand and seal this 14th day of January 2017.



Janice Scott

Name: Janice Scott

Notary Public in and for the State of

Washington residing at 4410 142<sup>nd</sup> Dr NE  
Lake Stevens, WA 98268

## EXHIBIT A

Property located in Skagit County, Washington, consisting of Assessor's Tax Parcels P26489, P26490, P26491, P26504, P26505, P26531 and P26532, described as follows, and subject to the exceptions set out further below:

### Parcel A:

That portion of Government Lot 6 in Section 19 and of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of Snoqualmie Street as shown fronting on Blocks 8 and 9 in "Riverside Addition to the Town of Mount Vernon", according to the plat recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington, produced West and the Westerly line of First Street as established in the City of Mount Vernon, Washington; thence South 20 degrees 00' West along the Westerly line of said First Street a distance of 633.48 feet to an angle point in said Street line; thence South 52 degrees 07' West along the Westerly line of said First Street a distance of 56.68 feet to the true point of beginning; thence South 55 degrees 04' West along the Westerly line of First Street a distance of 8.47 feet; thence South 51 degrees 49' West along the Westerly line of First Street a distance of 34.84 feet; thence South 72 degrees 09' West a distance of 57.31 feet; thence South 89 degrees 06' West a distance of 51.48 feet; thence North 70 degrees 00' West a distance of 326 feet, more or less to the bank of Skagit River; thence Northeasterly along said river bank to a point which bears North 70 degrees 00' West from the true point of beginning; thence South 70 degrees 00' East a distance 375 feet, more or less, to the true point of beginning.

### Parcel B:

That portion of the Southeast 1/4 of the Southeast 1/4 and of Government Lot 6 in Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of Snoqualmie Street, as shown fronting on Blocks 8 and 9 in "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", produced West, and the Westerly line of First Street as established in the City of Mount Vernon, Washington; thence South 20 degrees 00' West along the Westerly line of said First Street 343.34 feet to the true point of beginning; thence South 20 degrees 00' West along the Westerly line of said First Street 290.14 feet to an angle point in said street line; thence South 52 degrees 07' West along the Westerly line of said First Street, 56.68 feet; thence North 70 degrees 00' West 375 feet, more or less, to the bank of the Skagit River; thence Northeasterly along said river bank to a point which bears North 70 degrees 00' West from the true point of beginning; thence South 70 degrees 00' East 285 feet, more or less, to the true point of beginning.

### Parcel C:

That portion of the Southeast 1/4 of the Southeast 1/4 and of Government Lot 6 of Section 19, Township 34 North, Range 4 East, W.M., in Skagit County, Washington, described as follows:

Beginning at a point on the West line of First Street, 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", as per plat recorded in Volume 3 of Plats, page 24, and 75 feet Northerly, as measured along said West line, from its intersection with the North line of Snoqualmie Street if the same were extended, said point being the Northeast corner of that certain tract conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by Deed recorded under Auditor's File No. 518834; thence South 20 degrees 00' West, along the Westerly line of First Street,



478.34 feet, more or less, to the Northeast corner of that certain tract of land described in Contract of Sale in favor of Skagit Investors, a general partnership, recorded under Auditor's File No. 8009040009; thence North 70 degrees 00' West, along the North line of said Skagit Investors tract, 285 feet, more or less to the bank of the Skagit River; thence Northerly, along the said river bank, to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly, along said line to the Point of Beginning.

**Parcel D:**

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Commencing 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", according to the Plat thereof recorded in Volume 3 of Plats, Page 24, said point being the intersection of the North line of Snoqualmie Street, if the same were extended, and the West line of First Street; thence Northerly along the West line of said First Street, 75 feet to the Northeast corner of that certain tract of land conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by deed recorded under Auditor's File No. 518834, records of Skagit County, Washington, and the true point of beginning; thence continuing Northerly along the West line of First Street, to a point 85 feet Northerly of the intersection of said West line of First Street with the North line of Broadway, if extended Westerly; thence Westerly, at right angles, to the Skagit River; thence Southerly along said river to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly along said line to the true point of beginning.

**WITH THE EXCEPTION OF THE FOLLOWING DESCRIBED PROPERTY:**

That portion of the above described **Parcels A, B, C, and D** being a part of the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 (Government Lot 6) of Section 19, and the Northwest 1/4 of the Northeast 1/4 of Section 30, all in Township 34 North, Range 4 East, W.M., more particularly described as follows;

A portion of the below described **Parcel D** lying Northerly and Westerly of the following described line:

Commencing at a point on the West line of First Street, being the intersection of the West line of First Street with the North line of Snoqualmie Street extended Westerly, according to the plat of "Riverside Addition to the Town of Mount Vernon", recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington; Thence North 21°31'26" East, for a distance of 435.25 feet along said West line of First Street to the Easterly corner of the below described **Parcel D**; Thence North 68°28'34" West along the Northerly line of said **Parcel D**, for a distance of 90.25 feet to the **Point of Beginning** of herein described line; Thence South 21°26'50" West, for a distance of 384.95 feet, to a point hereinafter referred to as "**Point A**"; Thence North 88°02'54" West, for a distance of 90 feet, more or less, to the bank of the Skagit River and the **Terminus** of herein described line.

Containing 22,212 square feet, more or less.

Together with that portion of the above described **Parcels A, B, and C**, lying Westerly of the following described line:

Commencing at said "**Point A**" of the above described line; Thence South 42°30'53" West, for a distance of 364.52 feet to the **Point of Beginning**; Thence the following courses and distances; South 36°16'00" West, 85.60 feet; South 47°54'40" West, 45.96 feet; South 36°34'19" West, 152.05 feet; South 33°37'35" West, 179.73 feet; South 30°24'54" West, 99.89 feet to a point on the South line of the below described **Parcel A**

and the **Terminus** of herein described line. This described area is bound on the North by a line that bears North  $53^{\circ}44'00''$  West from said **Point of Beginning** to the Bank of the Skagit River and on the South by the Southerly line of said **Parcel A** bearing North  $68^{\circ}28'34''$  West to said river bank.

Containing 34,156 square feet, more or less.

Situate in Skagit County, Washington

## REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

### TO: TRUSTEE

The undersigned is the legal owner and holder of the Amended and Restated Promissory Note dated January 14, 2017 ("Amended Note") and all other indebtedness secured by the within Further Amended and Restated Deed of Trust. Said Amended Note, together with all other indebtedness secured by said Further Amended and Restated Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Further Amended and Restated Deed of Trust, to cancel said Amended Note above mentioned, and all other evidences of indebtedness secured by said Further Amended and Restated Deed of Trust delivered to you herewith, together with the said Further Amended and Restated Deed of Trust, and to re-convey, without warranty, to the parties designated by the terms of said Further Amended and Restated Deed of Trust, all of the estate now held by you thereunder.

DATED \_\_\_\_\_

By. \_\_\_\_\_

NELY ALG SD BNK TAP BEAR N 70-00 W FR TPB TH S 70-00 E 375FT M/L TPOB.

Assessor's Tax Parcel Number: P26531

Abbreviated Legal Description: (0.3500 ac) TAX 64 BEG AT INT OF N LI SNOQUALMIE ST WI W LI 1ST ST TH NLY ALG 1ST ST 75FT T HW TO SKAGIT RIV TH ALG SD RIV TAP W OF TPB TH E TPOB

Assessor's Tax Parcel Number: P26532

Abbreviated Legal Description: (0.1200 ac) TAX 65 BEG 34FT N OF INT OF S LI SNOQUA -LMIE ST WI W LI 1ST ST TH NLY ALG 1ST S T26FT TH W TO SKAGIT RIV TH SLY ALG RIV TAP W OF TPB TH E TPB