

After recording, return to:
Philip Ryan
Integra LTC Solutions, LLC
c/o JM Smith Corporation
101 W. St. John Street, Suite 305
Spartanburg, SC 29306



201704180059

Skagit County Auditor

\$77.00

4/18/2017 Page

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This Deed of Trust corrects a scrivener error in 201703200148 and replaces such previously recorded deed of trust.

SHORT FORM DEED OF TRUST

GRANTOR: Schussboomer Properties, LLC

GRANTEE: Integra LTC Solutions, LLC

LEGAL: Lots 3-6 Block: 24 Lots 7-10 and 11-15, Block 25 City of Anacortes Tax/Map ID(s):

ASSESSOR'S TAX ACCOUNT NO.: P55011/3772-024-004-0006; P55012/3772-024-006-0004; P55023/3772-025-010-0005; P55024/3772-025-014-0001; P55025/3772-025-015-0000

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THIS DEED OF TRUST DATED AS OF MARCH 15, 2017, IS MADE BY AND AMONG:

A. Schussboomer Properties, LLC, a Washington limited liability company (herein "Grantor"), whose address is P. O. Box 1420, Anacortes, Washington 98221;

B. Chicago Title Insurance Company (herein "Trustee"), whose address is 425 Commercial, Mt. Vernon, WA 98273; and

C. Integra LTC Solutions, LLC, a Delaware limited liability company (herein "Beneficiary"), whose address is c/o JM Smith Corporation; 101 W. St. John Street, Suite 305; Spartanburg, SC 29306

WITNESSETH that Grantor, in consideration of that certain loan in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), as evidenced by that certain Promissory Note (the "Note"), and the Loan Agreement (the "Loan Agreement"), each dated as of even date herewith and other good and valuable consideration in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, irrevocably grants, bargains, sells and conveys to Trustee, its successors and assigns, in trust, with power of sale, all right, title, claim, estate and interest of every kind, character and description in and to that certain real property (herein, the "Subject Property") located in the County of Skagit and the State of Washington, as legally described in Exhibit A attached hereto.

TO HAVE AND TO HOLD and same to Trustee, its successors and assigns, in trust, forever, as security for (a) the obligations of Grantor under the Note and Loan Agreement and (b) payment of any and all advances by Beneficiary or its successor, for fire and other hazard insurance and taxes assessed upon the Subject Property or payments due on any loan secured by the Subject Property, according to the terms of this Deed of Trust.

To protect the security of this Deed of Trust, and for other purposes, Grantor covenants and agrees as follows:

Section 1. Warranty by Grantor. Grantor represents and warrants to Beneficiary that the Subject Property is not used principally or primarily for agricultural or farming purposes.

Section 2. Incorporation of Master Form Deed of Trust. By executing this Deed of Trust, the parties agree that all the provisions of paragraphs 1 through 35 inclusive of the Master Form Deed of Trust, which is recorded under Skagit County Auditor's No. 716277 are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and Grantor hereby makes said covenants and agrees to fully perform all of said provisions. Grantor acknowledges receipt of a copy of such Master Form Deed of Trust. The term "property" within the Master Form Deed of Trust shall be deemed to include and be coextensive with the definition of "Subject Property" defined herein. Notwithstanding the foregoing, the terms of this Deed of Trust and the terms of the Note and Loan Agreement shall supersede and control over any inconsistent provisions of the Master Form Deed of Trust.

Section 3. Late Charges and Default Rate of Interest. Paragraph 5 of the Master Form Deed of Trust is amended to provide that a late charge of five percent (5%) of the amount on any delinquent payment will be assessed on the date any payment is not paid when due. Paragraph 13 of the Master Form Deed of Trust is amended to provide that any sums expended by Grantor under this Deed of Trust or advanced hereunder by or on behalf of Beneficiary shall bear interest at the default rate of interest provided for in the Note.

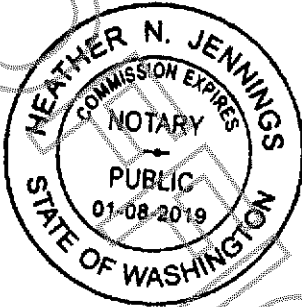
Section 4. Due on Sale. In the event the Subject Property or any interest therein is sold, encumbered, conveyed or transferred, the principal balance of the Note and all accrued interest thereunder shall immediately become due and payable.

Section 5. Subordination. Beneficiary agrees to subordinate the lien of this Deed of Trust to the Construction Loan and Permanent Loan described in Sections 4.2 and 4.3 of that certain Amended and Restated Office Lease (herein, the "Lease"), dated concurrently herewith between Grantor, as landlord and Beneficiary, as tenant.

Section 6. Correction Deed of Trust. This Deed of Trust corrects a scrivener error in the amount secured that was recited in that certain deed of trust recorded March 20, 2017 under Skagit County Auditor's No. 201703200148 and replaces such previously recorded deed of trust.

IN WITNESS WHEREOF, Grantor has duly executed this Deed of Trust as of the day and year first above written.

Schussboomer Properties, LLC,
a Washington limited liability company



By [Signature]
Kevin P. Welch, Manager
Date: 3-15-2017

STATE OF WASHINGTON

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ss.

COUNTY OF SKAGIT

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I certify that I know or have satisfactory evidence that Kevin P. Welch 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 Schussboomer Properties, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: this 11th day of April, 2017.

Heather N. Jennings

**EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**PARCEL A:
LEGAL DESCRIPTION OF 317 PROPERTY**

Lots 11 through 15, Block 25, Map of the City of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Tax Parcels: P55024; P55025

Street Address: 317 Commercial Avenue and 912 4th Avenue, Anacortes, Washington.

**PARCEL B:
LEGAL DESCRIPTION OF 301 PROPERTY**

Lots 7, 8, 9, and 10, Block 25, Map of the City of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Tax Parcel: P55023

Street Address: 301 Commercial Avenue, Anacortes, Washington.

**PARCEL C:
LEGAL DESCRIPTION OF PARKING LOTS**

Lots 3, 4, 5 and 6, Block 24, City of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Tax Parcels: P55011; P55012

Street Address: 905 and 909 4th Avenue, Anacortes, Washington.