



201807170084

07/17/2018 01:20 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

RETURN ADDRESS:
Umpqua Bank
PO Box 1580
Roseburg, OR 97470

GUARDIAN NORTHWEST TITLE CO.

MODIFICATION OF MORTGAGE

WILCOX
ACCOMMODATION RECORDING ONLY

Reference # (if applicable): 748003472

Grantor(s): *#201706060030*
1. Wilcox Farms, Inc.

Additional on page ____

Grantee(s)
1. Umpqua Bank

Legal Description: SECTION 15, TOWNSHIP 35 NORTH, RANGE 6 EAST, NW NE, NE NE & SE
NE

Additional on page ____

Assessor's Tax Parcel ID#: P41219

THIS MODIFICATION OF MORTGAGE dated July 9, 2018, is made and executed between Wilcox Farms, Inc., a Washington Corporation (referred to below as "Grantor") and Umpqua Bank, whose mailing address is C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (referred to below as "Lender").

**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 31, 2017 (the "Mortgage") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on June 6, 2017 as Instrument no. 201706060030 in the official records of Skagit County, Oregon. The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8092 & 8096 Cabin Creek Road, Sedro Woolley, WA 98284. The Real Property tax identification number is P41219.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

As used herein the word "Note" now means the Note executed by Borrower in the original principal amount of \$1,635,000.00 dated July 9, 2018, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Modify Real Property tax identification number.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

SURETYSHIP WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Washington. If there is a lawsuit relating to this Agreement, the undersigned agrees, at Lender's request, to submit to the jurisdiction of the courts of Clark, or King County, Washington, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against Lender's collateral, if the law requires that such a suit be brought in another jurisdiction, (e.g. foreclosure of a trust deed in the county in which the property is located). As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this

**MODIFICATION OF MORTGAGE
(Continued)**

Page 3

document is described by another name, as well.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 9, 2018.

GRANTOR:

WILCOX FARMS, INC.

By: 

Authorized Signer for Wilcox Farms, Inc.

LENDER:

UMPQUA BANK

X 

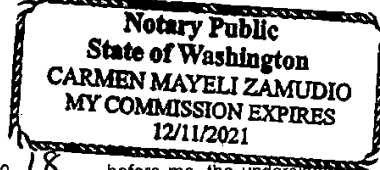
Authorized Signer

MODIFICATION OF MORTGAGE (Continued)

Page 4

CORPORATE ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Pierce) SS



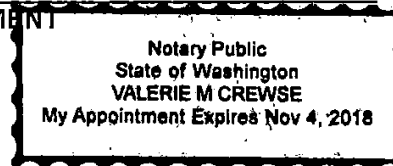
On this 10th day of July, 20 18, before me, the undersigned Notary Public, personally appeared Brent Wilcox, CEO of Wilcox Farms, Inc., and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Carmen M Zamudio
Notary Public in and for the State of WA

Residing at Yelm Wa
My commission expires 12/11/2021

LENDER ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Pierce) SS



On this 13th day of July, 20 18, before me, the undersigned Notary Public, personally appeared William Wilcox and personally known to me or proved to me on the basis of satisfactory evidence to be the corporate bank manager, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By Valerie Crewse
Notary Public in and for the State of WA

Residing at Taloma, WA
My commission expires 11/04/18