



**201901290040**

01/29/2019 01:27 PM Pages: 1 of 7 Fees: \$402.00  
Skagit County Auditor

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

U.S. BANK NATIONAL ASSOCIATION  
Washington Commercial Banking  
1420 Fifth Avenue, Suite 1100  
Seattle, Washington 98101  
Attention: Matthew O'Connell

**CHICAGO TITLE**  
**6020015533**

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

**Coversheet Recording Information:**

REFERENCE NUMBER OF DOCUMENT AMENDED:  
201207020066

GRANTOR: **MJB PROPERTIES LLC, a Washington limited  
liability company**

GRANTEE(S): (1) **U.S. BANK NATIONAL ASSOCIATION**  
(2) **U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**

**Legal description**  
(abbreviated: i.e. lot,  
block, plat or section,  
township, range)

PTN 19-35-02

☐ Full legal description is on \_\_\_\_\_ of document

**Assessor's Property  
Tax Parcel/Account  
Number**

Parcel 1: P131153 (4198-000-036-0002), P77998 (4198-000-028-0002)  
Parcel 2: P78006 (4198-000-044-0101)  
Parcel 3: P32794 (350219-0-065-0008), P32975 (350219-0-066-0007),  
P32976 (350219-0-067-0006)  
Parcel 4: P78002 (4198-000-043-00,) P32972 (350219-0-062-0001)  
Parcel 5: P131158 (4198-000-047-0100)  
Parcel 6: P32977 (350219-0-068-0005), P32979 (350219-0-069-0012),  
P32981 (350219-0-070-0019)

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

THIS SECOND AMENDMENT TO FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of December 27, 2018, is made with respect to that certain Fee and Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing made on or about June 25, 2012, and recorded July 2, 2012, under Skagit County Recording No. 201207020066 (as amended from time to time, the "Deed of Trust"), granted by MJB PROPERTIES LLC, 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.

**AGREEMENT**

IT IS HEREBY AGREED AS FOLLOWS:

1. The Deed of Trust is hereby amended to reflect that the Note is being amended and restated pursuant to that certain Renewal Promissory Note of even date herewith in the principal amount of \$4,743,611.39 and shall be deemed a Secured Obligation under the Deed of Trust.
2. Paragraph (5) of the definition of the term "Secured Obligations" as set forth in the Deed of Trust is hereby deleted in its entirety and replaced with the following:  
"[Reserved.]"
3. Paragraph (6) of the definition of the term "Secured Obligations" as set forth in the Deed of Trust is hereby deleted in its entirety and replaced with the following:  
"[Reserved.]"
4. Paragraph (8) of the definition of the term "Secured Obligations" as set forth in the Deed of Trust is hereby deleted in its entirety and replaced with the following:  
  
(8) All indebtedness, obligations, covenants and agreements of Grantor under any agreement between Grantor and Beneficiary, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, cap, collar or floor transaction, swap option, or any other, similar transaction (including any option to enter into any of the foregoing) or any combination of the foregoing.

and unless the context otherwise clearly requires, any master agreement relating to or governing any or all of the foregoing.

5. The paragraph defining "obligations" is hereby amended in its entirety to read as follows:

"As used in the definition of "Secured Obligations", the term "obligations" is used in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities described in items (1) through (8) above, whether heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation."

6. The paragraph defining "Loan Documents" is hereby amended in its entirety to read as follows:

As used herein, the term "Loan Documents" means the Note, this Deed of Trust, the Loan Agreement (the "Loan Agreement") between Beneficiary and of even date herewith, and all related documents and instruments (except the "Indemnity Agreement" and the "Guaranty", as such terms are defined in the Loan Agreement), and any and all modifications, extensions, renewals and replacements thereof. The Secured Obligations may be indexed, amended, modified, adjusted, renewed or renegotiated. Grantor's obligations under the Indemnity Agreement are not secured by this Deed of Trust. Except as provided in the preceding sentence, all terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property are hereby deemed to have notice of the terms of the Secured Obligations, and to have notice, if provided therein, that: (a) the Note, the Agreement or any other Secured Obligation may permit borrowing, repayment and reborrowing and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time. Absent default under the terms of the Secured Obligations, all advances thereunder by Beneficiary are obligatory and are secured by this Deed of Trust. All such obligatory advances shall have the same priority as the funds initially advanced under any such Secured Obligation.

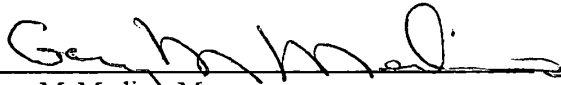
7. Except as set forth herein, all of the terms and conditions of the Deed of Trust, as amended, shall remain in full force and effect and are hereby ratified and affirmed.

8. 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.

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

- "Grantor"

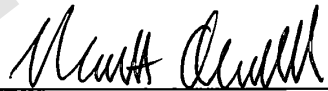
MJB PROPERTIES LLC

By   
Gary M. Merlino, Manager

By   
John R. Jones, Manager

"Beneficiary"

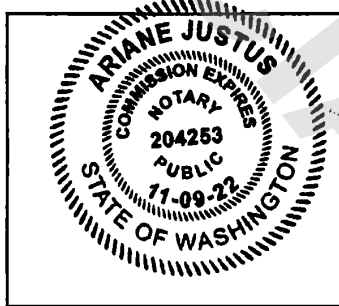
U.S. BANK NATIONAL ASSOCIATION

By   
Name: Matthew O'Connell  
Title: vice president

CALIFORNIA  
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Los Angeles )

On this 25 day of January, 2019, before me personally appeared Gary M. Merlino, to me known to be the person who signed as Manager of MJB PROPERTIES LLC, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



(Use this space for notarial stamp/seal)

Ariane Justus  
(Signature of officer)  
Notary Public in and for the State of  
Washington, residing at Seattle WA  
My commission expires: 11-9-22

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

On this 23 day of ~~December~~ <sup>January</sup> 2019, before me personally appeared John R. Jones, to me known to be the person who signed as Manager of MJB PROPERTIES LLC, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



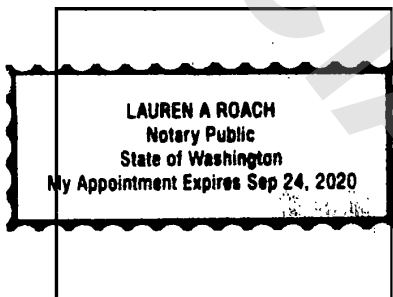
(Use this space for notarial stamp/seal)

Ariane Justus  
 (Signature of officer)  
 Notary Public in and for the State of  
 Washington, residing at Seattle WA  
 My commission expires: 11-9-22


STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF King )

On this 28 day of December, 2018, before me personally appeared Matthew O'Connell to me known to be the person who signed as Vice President of U.S. Bank National Association, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



(Use this space for notarial stamp/seal)

  
 (Signature of officer)  
 Notary Public in and for the State of  
 Washington, residing at Federal way  
 My commission expires: 9/24/2020