

Recording Requested by  
U.S. Bank National Association

And when recorded return to:  
U.S. Bank National Association,  
10800 NE 8<sup>th</sup> Street, Suite 1000  
Bellevue, WA 98004  
Attn: Ashley Campbell

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

<b>Grantor:</b>	<b>LOCAL 26 EDUCATION DEVELOPMENT TRUST</b>
<b>Grantees:</b>	<b>Trustee: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION</b>
	<b>Beneficiary: U.S. BANK NATIONAL ASSOCIATION</b>
<b>Reference Nos. of Related Documents:</b>	<b>200507200128, 200712240163</b>

This SECOND AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is dated as of January 22, 2019, and is made by LOCAL 26 EDUCATION DEVELOPMENT TRUST, a Washington non-profit trust ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION ("Lender").

RECITALS

NCS-CM-5169

A. Pursuant to the terms of a Construction Loan Agreement dated as of July 20, 2005 (the "Loan Agreement"), Lender made a construction and term loan to Borrower in the maximum principal amount of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$3,500,000.00) (the "Loan"). The Loan is evidenced by a Promissory Note, dated as of July 20, 2005, executed by Borrower and payable to Lender, in the maximum principal amount of the Loan (the "Note"), and is further evidenced and governed by the documents described in the Loan Agreement as "Loan Documents".

**This Document is Recorded  
As A Courtesy Only.  
First American Title Insurance Company  
Assumes No Liability For  
Sufficiency, Validity Or Accuracy**

ND: 19736.017 4815-9025-2678v1

Second Amendment to Deed of Trust

B. The Note is secured by, among other documents, a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of July 20, 2005, and recorded in the official records of Skagit County, Washington on July 22, 2005, as Instrument No. 200507200128, as amended by that certain Amendment to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of September 27, 2007, and recorded in the official records of Skagit County, Washington, on December 24, 2007, as Instrument No. 200712240163 (as amended, the "Deed of Trust"), against property owned by Borrower, which is legally described therein (as set forth on EXHIBIT A hereto, the "Property").

C. All capitalized terms used, but not defined, herein shall have the meaning given to such terms in the Loan Agreement.

#### AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **AMENDMENT TO THE DEED OF TRUST.** The Deed of Trust is hereby amended and modified as follows:

The following Paragraph 3 of the Deed of Trust is hereby *deleted in its entirety*:

3. Payment of all other sums, with interest thereon, which may now or hereafter be loaned to Grantor, its successors, or assigns, by Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

2. **LIEN PRIORITY.** All of the Property shall remain and continue in all respects subject to the Deed of Trust, as applicable, and nothing in this Amendment or done pursuant to this Amendment shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to the Property.

3. **REPRESENTATIONS AND WARRANTIES.** Borrower hereby represents and warrants to Lender that (i) Borrower is the fee simple owner of the Property and Lender has not assumed and does not hereby assume control of the Property; (ii) the Deed of Trust is a first position lien against the Property and there are no liens, charges, or encumbrances against the Property that are now or may hereafter become prior to the Deed of Trust; and (iii) notwithstanding any amendment to the Deed of Trust herein, nothing shall relieve Borrower of any of the obligations under the Loan Documents, including, without limitation, repayment in full of the Loan.

4. **LEGAL MATTERS.** Except as specifically amended herein, the Deed of Trust shall remain in full force and effect in accordance with its terms and the undersigned hereby ratifies, confirms, and approves the Deed of Trust. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Amendment shall be construed in all respects and enforced according to the laws of the State of Washington, without regard to that state's choice of law rules. The parties may execute this Amendment in any number of counterparts and/or duplicate originals, each of which shall be

deemed an original instrument but all of which together shall constitute one and the same instrument.

**NO ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

[Remainder of page intentionally left blank; signatures appear on the following page]

Executed as of the day and year first written above.

**BORROWER:**

LOCAL 26 EDUCATIONAL DEVELOPMENT  
TRUST,

a Washington nonprofit trust

By: 

Name: GERALD BUSH

Title: CHAIR

By: 

Name: JEFF LIPPERT

Title: SECRETARY

**LENDER:**

U.S. BANK NATIONAL ASSOCIATION

By: 

Name: Phil J. Davis

Title: Vice President

STATE OF WASHINGTON

COUNTY OF Snohomish

} ss.

This record was acknowledged before me on January 23, 2019 by Jeery Bush as Chair of LOCAL 26 EDUCATIONAL TRUST, a Washington nonprofit trust.



Rachael Lecump  
Signature

NOTARY PUBLIC in and for the State of Washington

My Commission Expires 9/6/2022

STATE OF WASHINGTON

COUNTY OF Snohomish

} ss.

This record was acknowledged before me on 1-23-2019, 2019 by Jeff Lippert as Secretary of LOCAL 26 EDUCATIONAL TRUST, a Washington nonprofit trust.



Marti S. Burdett  
Signature

NOTARY PUBLIC in and for the State of Washington

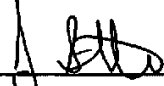
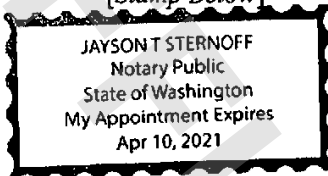
My Commission Expires 8/29/22

STATE OF WASHINGTON

COUNTY OF King } ss.

This record was acknowledged before me on January 31st, 2019 by  
Philip J. Davis as VP of U.S. BANK NATIONAL ASSOCIATION.

[Stamp Below]

  
Signature

NOTARY PUBLIC in and for the State of Washington

My Commission Expires April 10th 2021

**Exhibit A**  
**Property Legal Description**

The land referred to below is situated in the State of Washington, county of Skagit, and is described as follows:

LOT 6 AND LOT 7 OF BURLINGTON BINDING SITE PLAN 3-97, APPROVED JULY 10, 1997, AND RECORDED JULY 17, 1997, IN VOLUME 13 OF PLATS AT PAGES 25 AND 26, UNDER AUDITOR'S FILE NO. 9707170062, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE SOUTH 60 FEET OF LOT 7; THAT PORTION OF SAID PREMISES LYING WITHIN LOT 7, BEING ALSO KNOWN AS A LOT "B" OF A BOUNDARY LINE ADJUSTMENT SURVEY RECORDED JANUARY 30, 1998, UNDER AUDITOR'S FILE NO. 9801300049, IN VOLUME 20 OF SURVEYS, PAGE 63.

EXHIBIT A

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Second Amendment to Deed of Trust