

201912160048

12/16/2019 10:09 AM Pages: 1 of 6 Fees: \$108.50
Skagit County Auditor

This instrument prepared by and after
recording return to:
Edward Vergara
U.S. Bank National Association
Collateral Department
P.O. Box 5308
Portland, OR 97228-5308

**AMENDMENT TO DEED OF TRUST
(WASHINGTON)**

Grantor(s): CASA GRANDE LLC

Grantee(s): U.S. Bank National Association, as Beneficiary
U.S. Bank Trust Company, National Association, as Trustee

Legal Description: 1 Block: 9 RIVERSIDE ADD TO THE TOWN OF MOUNT VERNON (Additional on attached Exhibit A)

Assessor's Tax Parcel or Account Number: P54185

Reference Numbers of Related Documents: 201608250060, and/or Book/Volume/Reel _____, Page/
Image _____

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by CASA GRANDE LLC, a Washington Limited Liability Company (the "Grantor", whether one or more) and U.S. Bank National Association (the "Beneficiary") as of the date set forth below.

RECITALS

- A. Grantor or its predecessor in interest executed a Deed of Trust, for the benefit of Beneficiary or its predecessor in interest, originally dated or amended or restated as of August 1, 2016 (as amended and/or restated, the "Deed of Trust"). The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in Exhibit A attached hereto.
- B. The Deed of Trust was originally recorded in the office of the County Auditor for Skagit County, Washington, on August 25, 2016, as Reference No. 201608250060, and/or in Book/Volume/Reel _____, on Page/Image _____.
- C. Grantor has requested certain modifications to the Deed of Trust as described below.
- D. Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Grantor and Beneficiary agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Deed of Trust.

Change in Mortgaged Property. The Mortgaged Property shall not include, and Beneficiary hereby disclaims and releases, any security interest granted in the Deed of Trust which covers any of Grantor's equipment, inventory or other tangible personal property (except building materials and supplies to be used for construction, alteration or

repair of any building located or to be located on the Mortgaged Property and except personal property classified under the Uniform Commercial Code as fixtures, as-extracted collateral such as oil, gas or other minerals, or timber to be cut) located on or within the Land and Improvements.

Change in Secured Obligations. The Deed of Trust is granted to secure all of the following obligations, whether now or hereafter existing (the "**Obligations**"): the loan(s) by Beneficiary to CASA GRANDE LLC (the "**Borrower**") evidenced by a note or notes originally dated or amended or restated as of August 1, 2016, in the stated or amended principal amount(s) of \$838,000.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto, and if a revolving credit, such amounts as may be advanced, paid down and readvanced from time to time thereunder (the "**Note**"); all of Grantor's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated and whether absolute or contingent; all of Grantor's obligations under the Deed of Trust; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of the Deed of Trust, and reasonable attorneys' fees of both inside and outside counsel.

For purposes of this Amendment, "**Loan Documents**" means together and individually the Note, the Deed of Trust and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guarantying or otherwise related to the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

The definition of Obligations set forth above replaces any existing description of the indebtedness or other obligations secured by the Deed of Trust. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Grantor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Deed of Trust.

Fees and Expenses. Grantor will pay all fees and expenses (including reasonable attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Beneficiary of existing defaults by Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Grantor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

Electronic Records. Beneficiary may, on behalf of Grantor, create a microfilm or optical disk or other electronic image of the Amendment. Beneficiary may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices, with the electronic image deemed to be an original.

Authorization. Grantor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein (i) are within Grantor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Grantor is bound. Grantor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Grantor which is not a natural person is validly existing and in good standing under the laws of its state of organization, and the Amendment and the documents referenced to herein have been authorized by all appropriate entity action.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of October 20, 2019.

GRANTOR:

CASA GRANDE LLC

a/an Washington Limited Liability Company

By: 


Name and Title: Laura E Zann, Managing Member

By: 

Name and Title: Eric M. Zann, Member

BENEFICIARY:

U.S. Bank National Association

By: 

Name and Title: Edward Vergara, Vice President

GRANTOR NOTARIZATION

STATE OF WA
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that **Laura E Zann** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the **Managing Member of CASA GRANDE LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/13/19

TYLER BARON
Notary Public
State of Washington
License Number 201491
My Commission Expires
August 15, 2022

Printed Name: Tyler Baron
Title: Notary Public
My appointment expires: 8/15/22

STATE OF WA
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that **Eric M Zann** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the **Member of CASA GRANDE LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/15/22 TB 11/13/19

(Seal or Stamp)

TYLER BARON
Notary Public
State of Washington
License Number 201491
My Commission Expires
August 15, 2022

Printed Name: 8/15/22 TB Tyler Baron
Title: Notary Public
My appointment expires: 8/15/22

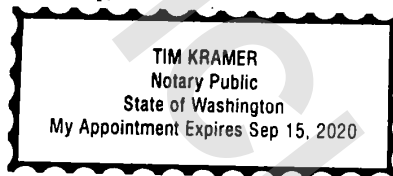
BENEFICIARY (BANK) NOTARIZATION

STATE OF WA)
COUNTY OF Thurston) ss.

I certify that I know or have satisfactory evidence that **Edward Vergara** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/ were authorized to execute the instrument and acknowledged it as the **Vice President of U.S. Bank National Association** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-18-19

(Seal or Stamp)





Printed Name: Tim Kramer
Title: Branch Manager Notary public
My appointment expires: Sep 15, 2020

EXHIBIT A TO AMENDMENT TO DEED OF TRUST
(Legal Description)

Grantor: CASA GRANDE LLC

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Lot 1, Block 9, RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON, according to the plat thereof, recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington.

Vested as: Casa Grande LLC, a Washington Limited Liability Company

Also known as: 1008 S 2nd St, Mount Vernon, Washington