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06/19/2020 02:53 PM Pages: 1 of 4 Fees: \$106.50 Skagit County Auditor

RETURN ADDRESS: PEOPLES BANK Loan Services Department PO Box 233 LYNDEN, WA 98264

Land Title and Escrow

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): <u>01-171721-SE</u> Grantor(s):

Additional on page ____

1. Wild Harvest Farms, Inc.

Grantee(s)

1. PEOPLES BANK

Legal Description: Ptn Gov. Lot 6, 6-34-4 E W.M.; Aka Tr. B, SP #93-78

Additional on page 2

Assessor's Tax Parcel ID#: 340406-0-035-0009 P23640

DOT#201905310117



THIS MODIFICATION OF DEED OF TRUST dated June 18, 2020, is made and executed between Wild Harvest Farms, Inc., a Washington corporation, whose address is 12535 Pulver Rd, Burlington, WA 98233-9439 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

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MODIFICATION OF DEED OF TRUST (Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 28, 2019 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED MAY 28, 2019 AND RECORDED MAY 31, 2019 UNDER AUDITOR'S FILE NO. 201905310117, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

Tract "B" of Short Plat No. 43-78, approved June 14, 1978, and recorded June 15, 1978, in Volume 2 of Short Plats, page 230, under Auditor's File No. 881467; and being a portion of Government Lot 6 of Section 6, Township 34 North, Range 4 East, W.M.

EXCEPT that portion conveyed to the State of Washington, Department of Transportation, by deed recorded December 18, 2006, under Auditor's File No. 200612180238.

Situate in the County of Skagit, State of Washington.

Loan No: 5047321-203

The Real Property or its address is commonly known as 12517, 12531 and 12535 Pulver Road, Burlington, WA 98233. The Real Property tax identification number is 340406-0-035-0009 P23640.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED JUNE 18, 2020 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT.

THE CREDIT LIMIT AMOUNT IS \$1,500,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers 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 Deed of Trust 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 18, 2020.

GRANTOR:

WILD HARVEST FARMS INC.

Edward Camonte, Vice President Director of Wild Harvest Farms, Inc.

Thomas Lamonte, President of Wild Harvest Farms, Inc.

LENDER:

PEOPLES BANK

Authorized Officer

MODIFICATION OF DEED OF TRUST Loan No: 5047321-203 (Continued)

Page 3 CORPORATE ACKNOWLEDGMENT) SS COUNTY OF Skauit Jure This record was acknowledged before me on Lamonte, Vice President / Director of Wild Harvest Farms, Inc.. , 20<u>,20</u> by **Edward** PUBLIC FORWASHINI (Signature of notary public) (Title of office) My commission expires: 2005 11-22-22. CORPORATE ACKNOWLEDGMENT STATE OF Washington) SS COUNTY OF Shaught This record was acknowledged before me on Lamonte, President of Wild Harvest Farms, Inc.. 20_20 by Thomas PUBLIC OF WASHING (Signature of notary public) Notary Public (Title of office) My commission expires: 11-22-22

(date)

MODIFICATION OF DEED OF TRUST

Loan No: 5047321-203

(Continued)

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LENDER ACKNOWLEDGMENT) SS COUNTY OF SENNIFER CONTINUES OF THE SENTIFER CONTINUES OF THE SENTIFE SE (Signature of notary public) (Title of office) My commission expires: (date)

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