

RETURN ADDRESS:
First Financial Northwest
Bank
PO Box 1130
Renton, WA 98057

POOR ORIGINAL

MODIFICATION OF DEED OF TRUST GNW 20-5117

Reference # (if applicable): 202006030117

Additional on page ____

Grantor(s):

1. Dacodo, LLC
2. Watson Properties, a Limited Partnership

Grantee(s)

1. First Financial Northwest Bank

Legal Description: Lot E of B-D-M Binding Site Plan

Additional on page 2

Assessor's Tax Parcel ID#: P122963 (8057-000-005-0000)

THIS MODIFICATION OF DEED OF TRUST dated December 28, 2020, is made and executed between Dacodo, LLC, a Washington Limited Liability Company, as to an undivided 76.7% interest and Watson Properties, a Limited Partnership, a Washington Limited Partnership as to an undivided 23.3% interest, whose address is 1111 Cleveland Ave Ste 203, Mount Vernon, WA 98273 ("Grantor") and First Financial Northwest Bank, whose address is 207 Wells Ave S, PO Box 1130, Renton, WA 98057 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 20, 2020 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on June 3, 2020 in Skagit County, State of Washington under Recording Number 202006030117.

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

Parcel "E" of City of Burlington Binding Site Plan labeled "B-D-M Binding Site Plan", approved May 23, 2005 and recorded May 26, 2005, as Skagit County Auditor's File No. 200505260114;

TOGETHER WITH a non-exclusive easement for ingress, egress, parking and utilities as described in Declaration of Temporary Easements/Cross Easements recorded under Auditor's File No 200510180088.

The Real Property or its address is commonly known as 1860 S Burlington Blvd, Burlington, WA 98233. The Real Property tax identification number is P122963 (8057-000-005-0000).

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

Increase principal amount of Original Note dated May 20, 2020 from \$580,000.00 to 1,068,000.00 for an additional advance of \$488,000.00.

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 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 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.

NOTICE OF ORAL AGREEMENTS. 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.

NO SECONDARY LIENS OR OTHER ENCUMBRANCES. Borrower and Grantor covenants and agrees that: (i) Borrower and Grantor is lawfully seized of the estate hereby conveyed and has full right and power to grant, convey and assign the Real Property, (ii) the Real Property is free from liens, encumbrances, exceptions and other charges of any kind whatsoever, except for the exceptions listed in Lender's title insurance policy insuring the Deed of Trust or exceptions otherwise approved in writing by Lender, and (iii) No other liens or encumbrances, whether superior or inferior to the Deed of Trust, shall be created or suffered to be created by Borrower and Grantor without the prior written consent of Lender.

COUNTERPARTS; FAXED SIGNATURES. This document may be executed in any number of counterparts and by different parties to this document on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

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 DECEMBER 28, 2020.

**MODIFICATION OF DEED OF TRUST
(Continued)**

Page 3

GRANTOR:**DACODO, LLC**By: 

Colonel F. Betz, Member/Manager of Dacodo, LLC

By: 

Daniel R. Mitzel, Member/Manager of Dacodo, LLC

By: _____

Donald G. DeBode, Manager of Dacodo, LLC

WATSON PROPERTIES, A LIMITED PARTNERSHIP**MOUNTAIN GLEN MANAGEMENT, L.L.C., General Partner of Watson Properties, a
Limited Partnership**By: Bradley W. Watson, Sole Member/Executive Manager of Mountain
Glen Management, L.L.C.**LENDER:****FIRST FINANCIAL NORTHWEST BANK**x 

Authorized Officer

**MODIFICATION OF DEED OF TRUST
(Continued)**

Page 3

GRANTOR:

DACODO, LLC

By: Colonel F. Betz, Member/Manager of Decodo, LLC

By: Daniel R. Mitzel, Member/Manager of Decodo, LLC

By: Donald G. DeBode, Manager of Decodo, LLC

WATSON PROPERTIES, A LIMITED PARTNERSHIP

**MOUNTAIN GLEN MANAGEMENT, L.L.C., General Partner of Watson Properties, a
Limited Partnership**

By: Bradley W. Watson, Sole Member/Executive Manager of Mountain
Glen Management, L.L.C.

LENDER:

FIRST FINANCIAL NORTHWEST BANK

X Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WA

)

) SS

COUNTY OF King

)

This record was acknowledged before me on Dec 30, 20 20 by Colonel F. Betz,
Member/Manager of Dacodo, LLC.

(Signature of notary public)

(Title of office)

My commission expires:

(date)

3/29/24

MODIFICATION OF DEED OF TRUST
(Continued)

Page 5

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WA

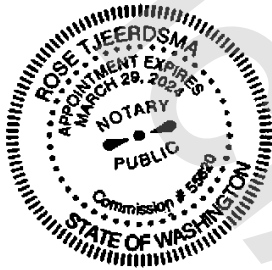
)

) SS

COUNTY OF Shelby

)

This record was acknowledged before me on Dec. 27, 2020 by Daniel R. Mitzel,
Member/Manager of Dacodo, LLC.



[Signature]
(Signature of notary public)

Notary
(Title of office)

My commission expires:

3/28/24
(date)

MODIFICATION OF DEED OF TRUST
(Continued)

Page 6

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WA

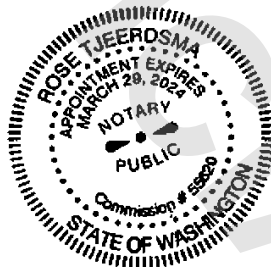
)

) SS

COUNTY OF Skagit

)

This record was acknowledged before me on Dec 30, 2020 by Donald G.
DeBode, Manager of Dacodo, LLC.



[Signature]
(Signature of notary public)

Notary
(Title of office)

My commission expires:

3/29/24
(date)

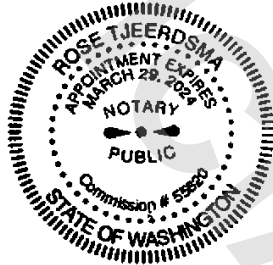
MODIFICATION OF DEED OF TRUST
(Continued)

Page 7

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF King)

This record was acknowledged before me on Dec 27, 20 20 by Bradley W. Watson, Sole Member/Executive Manager of Mountain Glen Management, L.L.C., General Partner of Watson Properties, a Limited Partnership.



Rose Tjeerdsma
(Signature of notary public)

Notary
(Title of office)

My commission expires:

3/29/24
(date)

MODIFICATION OF DEED OF TRUST
(Continued)

Page 8

LENDER ACKNOWLEDGMENT

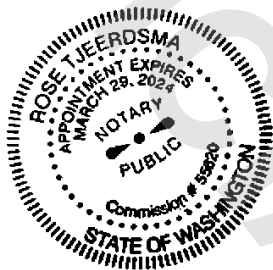
STATE OF WA

)

) SS

COUNTY OF Spokane

)

This record was acknowledged before me on 12/29, 20 20 by Michael
Lim as _____ of First Financial Northwest Bank.

(Signature of notary public)

(Title of office)

My commission expires:

(date)