

RETURN ADDRESS:
Columbia State Bank
25977 SW CANYON
CREEK RD, SUITE J
Wilsonville, OR 97070

MODIFICATION OF DEED OF TRUST

GNW 21-9697

Reference # (if applicable): 201707276057

Additional on page ____

Grantor(s):

1. Cheema & Sons, LLC

Grantee(s)

1. Columbia State Bank

Legal Description: Section 7, Township 34 North, Range 3 East; Ptn. Gov't Lot 10

Additional on page 2

Assessor's Tax Parcel ID#: 340307-4-019-0108 (P21181)



HLP1395

THIS MODIFICATION OF DEED OF TRUST dated March 16, 2021, is made and executed between Cheema & Sons, LLC, a Washington Limited Liability Company ("Grantor") and Columbia State Bank, whose address is Burlington Branch, 723 Haggen Dr, Burlington, WA 98233 ("Lender").

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

Loan No: 139910

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 18, 2017 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded July 27, 2017 as Recording No.: 201707270057 in Skagit County, Washington.

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

That portion of the West 500 feet (as measured along the South line) of the Government Lot 10, Section 7, Township 34 North, Range 3 East, W.M. lying Southerly of that certain tract of land described as Item No. 2 in Judgement and Decree of Appropriation entered August 6, 1971 in Skagit County Superior Court Cause No. 31913, said Cause of Action was to condemn said lands for SR 536, March Point Road to Fredonia.

EXCEPT from the above, the County Road.

The Real Property or its address is commonly known as 13725 LaConner Whitney Road, Mount Vernon, WA 98273. The Real Property tax identification number is 340307-4-019-0108 (P21181).

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

Lender agrees to modify the Deed of Trust to secure Note #139910 dated March 16, 2021 in the principal amount of \$1,600,000.00.

Amend the definition of Note in the Deed of Trust as follows: "that certain Promissory Note dated March 16, 2021, in the original amount of \$1,600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

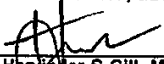
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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.

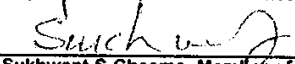
ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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 MARCH 16, 2021.

GRANTOR:

CHEEMA & SONS, LLC

By: 
Harinder S Gill, Member of Cheema & Sons, LLC

By: 
Sukhwant S Cheema, Member of Cheema & Sons, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 139910

Page 3

LENDER:

COLUMBIA STATE BANK

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

This record was acknowledged before me on March 16, 2021 by Harvinder S Gill,
Member of Cheema & Sons, LLC.

[Signature]
(Signature of notary public)

Notary Public
State of Washington
Doug Clark
Commission No. 196611
Commission Expires 12-15-2021

Notary Public
(Title of office)

My commission expires:

12-15-21
(date)

Loan No: 139910

Page 4

STATE OF Washington)
) SS
COUNTY OF Snohomish)

(Signature of notary public)

Notary Public
(Title of office)
My commission expires:
12-15-21
(date)

Loan No: 139910

MODIFICATION OF DEED OF TRUST
(Continued)

Page 5

LENDER ACKNOWLEDGMENT

STATE OF

Washington

)

COUNTY OF

Skeagitt

) SS

)

This record was acknowledged before me on

March

17

20

21

by

Josh T.

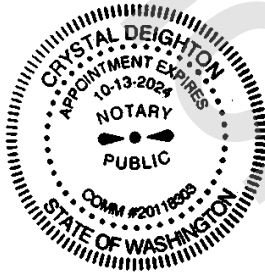
Haines

as

Branch

Manager

of Columbia State Bank.



(Signature of notary public)

Escrow Assistant

(Title of office)

My commission expires:

10-13-2024

(date)

Exhibit A

That portion of the West 500 feet (as measured along the South line) of Government Lot 10, Section 7, Township 34 North, Range 3 East of the Willamette Meridian, lying Southerly of that certain tract of land described as Item No. 2 in Judgment and Decree of Appropriation entered August 6, 1971, in Skagit County Superior Court Cause No. 31913, said Cause of Action was to condemn said lands for SR 536, March Point Road to Fredonia;

EXCEPT County road, and except that portion condemned by Drainage District No. 19, by Decree dated December 4, 1922, under Skagit County Superior Court Cause No. 8889.

Situated in Skagit County, Washington.
