

AFTER RECORDING RETURN TO:
Coastal Community Bank
10520 19th Avenue SE
Everett, WA 98208

(Space Above This Line For Recording Data)

LOAN NUMBER: 1904987100

620043251
Chicago Title

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 21st day of June, 2021, between 1727 Harbor Ave LLC, a Wyoming Limited Liability Company, as Tenants in Common, whose address is 1876 Horse Creek Road, Cheyenne, Wyoming 82009, and Olympic Ave LLC, a Wyoming Limited Liability Company, as Tenants in Common, whose address is PO Box 144, Snohomish, Washington 98291-0144 ("Grantor"), and Coastal Community Bank whose address is 5415 Evergreen Way, Everett, Washington 98203 ("Lender").

Coastal Community Bank and Grantor entered into a Deed of Trust dated September 30, 2020 and recording number 202010020078, records of County of Skagit, State of Washington ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 17911 West Big Lake Boulevard, Mount Vernon, Washington 98274

Legal Description: Abbreviated Legal Description: Lot(s): Ptn. 22 and 23, Big Lake Waterfront Tracts, Situate in the County of Skagit, State of Washington.

SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION

Parcel ID/Sidwell Number: P121545 / 3862-000-021-0000

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- MODIFYING ORIGINAL DEED OF TRUST TO REFLECT OWNERSHIP VESTING CHANGE DONE BY QUIT CLAIM DATED 03/31/2021, RECORDED IN SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR FILE NUMBER 202103310252, WHICH CHANGED THE OWNERSHIP OF TEC HOLDINGS 113, LLC, TO, OLYMPIC AVENUE LLC (ALSO KNOWN AS, OLYMPIC AVE, LLC)..

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.



Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. 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.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.


Olympic Ave LLC


By: John A. Haller Date: 6-23-21
Its: Managing Member

By: Kela H Ness Date
Its: Managing Member

1727 Harbor Ave LLC

By: Kela H Ness Date
Its: Managing Member


By: John A. Haller Date: 6-23-21
Its: Managing Member



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF Snohomish)

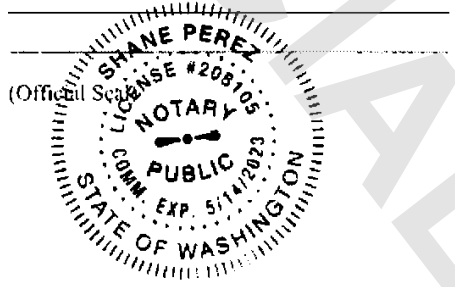
On this the 23rd day of June 2021, before me, Shane Perez, a Notary Public, personally appeared John A. Haller, Managing Member on behalf of Olympic Ave LLC, a Wyoming Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Managing Member of Olympic Ave LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 5-14-2023

Shane Perez

Notary Public, in and for the state of Washington, residing at Marysville

Identification Number 208105



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

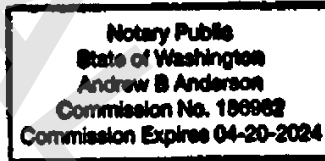
On this the 12TH DAY OF JULY 2021, before me, ANDREW B ANDERSON, a
NOTARY PUBLIC, personally appeared Kela H Ness, Managing Member on behalf of Olympic Ave
LLC, a Wyoming Limited Liability Company, to me personally known or who having proven to me on the basis
of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged
that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing
instrument for the purpose therein contained, by signing the name of the Limited Liability Company by
himself/herself as Managing Member of Olympic Ave LLC, and that the foregoing instrument is the voluntary act
and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and, if applicable, official
seal.

My commission expires: 4-20-2024 [#] 4-20-2024 Andrew B Anderson

NOTARY PUBLIC, in and for the state
of Washington, residing at
LAKE STEVENS, WA

Identification Number
186982 LICENSE#

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this the 12TH DAY OF JULY 2021, before me, **ANDREW B ANDERSON**, a **NOTARY PUBLIC**, personally appeared Kela H Ness, Managing Member on behalf of 1727 Harbor Ave LLC, a Wyoming Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Managing Member of 1727 Harbor Ave LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: **4-20-2024** 

NOTARY PUBLIC, in and for the state of Washington, residing at

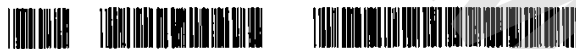
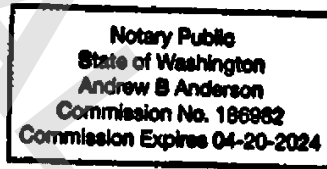
LAKE STEVENS, WA

Identification Number

186982

LICENSE #

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Snohomish)

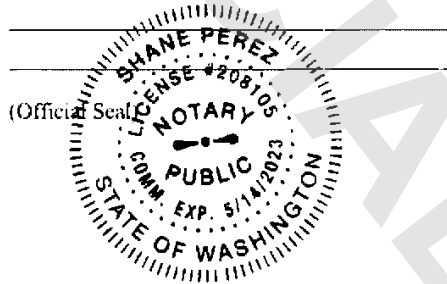
On this the 23rd day of June 2021, before me, Shane Perez, a Notary Public, personally appeared John A. Haller, Managing Member on behalf of 1727 Harbor Ave LLC, a Wyoming Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Managing Member of 1727 Harbor Ave LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 5-14-2023

Shane Perez

Shane Perez, in and for the state of Washington, residing at Marysville

Identification Number 208105



LENDER: Coastal Community Bank

[Signature] 6.23.21
By: Ed Stinson Date
Its: VP/Relationship Manager



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Snohomish)

On this the 23rd Day of June 2021, before me, Shane Perez, a Notary Public, personally appeared Ed Stinson, VP/Relationship Manager on behalf of Coastal Community Bank, a(n) Community Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as VP/Relationship Manager of Coastal Community Bank, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 5-14-2023

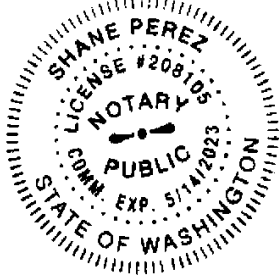
Shane Perez

Notary Public, in and for the state of Washington, residing at Marysville

Identification Number:

208105

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Coastal Community Bank
10520 19th Avenue SE
Everett, WA 98208



EXHIBIT "A"

Order No.: 620043251

For APN/Parcel ID(s): P121545 / 3862-000-021-0000

All that portion of Lots 22 And 23, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, and of Shorelands of the second class, as conveyed by the State of Washington by deed recorded June 16, 1959, under Auditor's File No. 581848, situate in front of, adjacent to, or abutting upon Lots 22 and 23, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, lying Southerly of the following described line:

Beginning at the Southwest corner of said Lot 23, as said point is shown on that certain Record of Survey recorded in Book 2 of Surveys, page 203, under Auditor's File No. 7911050027, records of said County and State;

thence North 24° 27'53" West along the Easterly line of said Lots 22 and 23, 110.51 feet to the true point of beginning of said described line;

thence North 75° 48'31" East, 39.20 feet;

thence South 87° 25'22" East, 54.48 feet;

thence North 88° 27'44" East, 39.14 feet;

thence North 54° 22'19" East, 8.23 feet;

thence North 33° 06'00" East, 21.65 feet;

thence North 26° 29'14" East, 8.05 feet;

thence North 15° 04'10" West, 7.68 feet;

thence North 23° 45'52" West, 15.59 feet to a point on a curve to the right, the center of which bears North 89° 51'28" East and is 70.81 feet distant;

thence Northerly and Northeasterly, following said curve to the right through a central angle of 43° 15'47", an arc distance of 53.47 feet;

thence leaving said curve, North 41° 20'43" East, 15.53 feet to a point on a curve to the left, the center of which bears North 50° 40'51" West and is 51.70 feet distant;

thence Northeasterly, following said curve to the left through a central angle of 32° 47'00", an arc distance of 29.58 feet;

thence leaving said curve, North 76° 28'38" East, 72.33 feet;

thence North 65° 32'07" West, 211.58 feet, more or less, to the approximate Line of Navigability of Big Lake and the end of said described line.

Situate in the County of Skagit, State of Washington.