

PREPARED BY AND AFTER
RECORDING RETURN TO:

Lynn W. Strott, Esq.
715 St. Paul Street
Baltimore, MD 21202

CHICAGO TITLE CO.
620012847

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST (herein called this "*Amendment*") is entered into as of the 29th day of October, 2021 (the "*Effective Date*") by and between Mt. Vernon Medical Investors, LLC, a Tennessee limited liability company, located at 3570 Keith Street, NW, Cleveland, Tennessee 37312 ("*Mortgagor*" or "*Trustor*"), and Capital Funding, LLC, a Maryland limited liability company, located at 1422 Clarkview Road, Baltimore, MD 21209 ("*Mortgagee*" or "*Beneficiary*").

WITNESSETH:

WHEREAS, the Trustor is the owner of that skilled nursing facility known as Life Care Center of Mount Vernon and The Bridge Assisted Living at Mount Vernon, FHA Project Number: 127-22066 (the "*Project*");

WHEREAS, the Project is located in the City of Mount Vernon, County of Skagit, and State of Washington and more particularly described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Trustor previously executed a certain Deed of Trust Note dated March 1, 2011 in favor of Beneficiary in the original principal amount of Six Million Five Hundred Forty-Seven Thousand Seven Hundred and No/100 Dollars (\$6,547,700.00), and insured by the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner ("*HUD*") under Section 232 pursuant to Section 223(a)(7) of the National Housing Act, as amended (hereinafter referred to as the "*Note*" and/or the "*Loan*"). The Note is secured by a Deed of Trust with Assignment of Rents dated March 1, 2011, and recorded on March 28, 2011 in the Office of Skagit County, Washington Auditor, as Auditor's File No. 201103280011 (the "*Deed of Trust*"); and

WHEREAS, the Trustor and Beneficiary mutually desire to amend the terms of the Deed of Trust to reflect the amended terms of the Note;

NOW, THEREFORE, for and in consideration of the above premises, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulation hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:

1. As of the Effective Date, paragraph five on page 2 of the Deed of Trust is hereby modified to reflect that as of the Effective Date the interest rate on the outstanding principal balance of the Loan has decreased from four and seventy hundredths percent (4.70%) per annum to two and 42/100 percent (2.42%), per annum.

2. Nothing herein contained shall in any way impair the Note, as amended, or the security now held for the indebtedness evidenced by the Note, as amended, or alter, waive, annul, vary or affect any provision, covenant or condition of the Deed of Trust or the Regulatory Agreement executed by the Trustor and HUD and recorded of even date with the Deed of Trust (the "**HUD Regulatory Agreement**") or the security agreement executed by the Trustor and Beneficiary of even date with the Deed of Trust (together with the corresponding Uniform Commercial Code (UCC) Financing Statements, the "**Security Agreement**"), except as specifically modified and amended herein, nor affect or impair any rights, powers or remedies of the holder under the Note, as amended, and Deed of Trust, as amended by this Amendment, or the HUD Regulatory Agreement or Security Agreement, nor create a novation or new agreement by and between the parties thereto, it being the intent of the parties to this Amendment that all of the terms, covenants, conditions and agreements of the Note, the Deed of Trust, the HUD Regulatory Agreement and the Security Agreement are expressly approved, ratified and confirmed, shall continue and remain in full force and effect except as amended hereby or by the Note, as amended and that the lien of the Deed of Trust and the encumbrance of the HUD Regulatory Agreement on the Project and the priority thereof shall be unchanged.

3. Trustor hereby acknowledges and affirms to Beneficiary that as of the Effective Date of this Amendment, there are no counter-claims, defenses or set-offs, whether legal or equitable, to Trustor's obligations under either the Deed of Trust or the Note, and Trustor hereby waives the right to assert or raise any such counter-claims, defenses or set-offs which Trustor may have had with respect to any suit, proceeding or foreclosure action under the Deed of Trust that the Beneficiary, or any of its predecessors in interest in and to the Note, Deed of Trust or any other documents executed by the Trustor and/or Beneficiary in connection with the Loan, may or could have brought against Beneficiary prior to the effective date of this Amendment.

4. Notwithstanding anything herein contained, if any one or more of the provisions of this Amendment shall for any reason whatsoever be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision of this Amendment, but this Amendment shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

5. The Deed of Trust, as modified by this Amendment, may not be further amended except by an instrument in writing executed by each of the parties hereto.

6. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

7. This Amendment may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one Amendment.

8. Trustor and Beneficiary acknowledge and agree that the terms of this Amendment are subject to the approval of HUD.

9. Nothing in this Amendment shall waive, compromise, impair or prejudice any right HUD may have to seek judicial recourse of any breach of that certain Regulatory Agreement executed by the parties hereto, recorded on even date with the Deed of Trust, which breach may have occurred prior to or may occur subsequent to the date of this Amendment. In the event that HUD initiates an action for breach of said Regulatory Agreement and recovers funds, either on HUD's own behalf or on behalf of the Project or Trustor, those funds may be applied, at the discretion of HUD, to payment of the delinquent amounts due under the Note or the Deed of Trust or as a partial prepayment of the Note.

10. The parties agree that this Amendment is not in any way intended to, and does not affect the priority of the Deed of Trust, or any other document executed in connection with any of the foregoing, nor enforcement of the same.

11. All individuals signing this Amendment for a party which is a corporation, partnership, limited liability company or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary and HUD that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

12. All capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed to them in the Deed of Trust.

IN WITNESS WHEREOF, the Mortgagor has set its hand and seal and caused this Amendment to be duly executed effective as of the Effective Date.

MORTGAGOR:

MT. VERNON MEDICAL INVESTORS, LLC,
a Tennessee limited liability company

By: Mt. Vernon Medical, Inc.,
a Tennessee corporation

Its: Corporate Manager

By: *Joan E. Thurmond*
Name: Joan E. Thurmond
Title: Assistant Secretary

STATE OF TENNESSEE
COUNTY OF BRADLEY

On this 14th day of October, 2021, before me appeared Joan E. Thurmond, to me personally known, who, being by me duly sworn, did say that she is the Assistant Secretary of Mt. Vernon Medical, Inc., a Tennessee corporation, which is the Corporate Manager of **Mt. Vernon Medical Investors, LLC**, a Tennessee limited liability company, and she did sign and acknowledge the foregoing instrument in the name and on behalf of said corporation as Corporate Manager of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Becky Richmond
Notary Public

My Commission Expires: 2/24/25



IN WITNESS WHEREOF, the Mortgagee has set its hand and seal and caused this Amendment to be duly executed effective as of the Effective Date.

MORTGAGEE:

CAPITAL FUNDING, LLC,
a Maryland limited liability company

By: Jennifer M. Cousins
Name: Jennifer M. Cousins
Title: Vice President

STATE OF MARYLAND

COUNTY/ CITY OF BALTIMORE ss:

On this 14th day of October, 2021, before me appeared Jennifer M. Cousins to me personally known, who, being by me duly sworn, did say that she is the Vice President of Capital Funding, LLC, a Maryland limited liability company, and she did sign and acknowledge the foregoing instrument in the name and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Ashleigh K. Roksiewicz
Notary Public

My Commission Expires: 3/17/2025

[NOTARIAL SEAL]

ASHLEIGH K. ROKSIEWICZ
NOTARY PUBLIC
Baltimore County
State of Maryland
My Comm. Expires March 17, 2025

EXHIBIT A**LEGAL DESCRIPTION**

For APN/Parcel ID(s): P26941, 340420-4-004-0109, P26940 and 340420-4-004-0000

Parcel A:

Lot 2 of City of Mount Vernon Short Plat No. MV-7-95, as approved January 24, 1996, and recorded January 26, 1996, in Volume 12 of Short Plats, page 69, under Auditor's File No. 9601260017, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, of the Willamette Meridian.

Situate in Skagit County, Washington.

Parcel B:

Lot 3 of City of Mount Vernon Short Plat No. MV-7-95, as approved January 24, 1996, and recorded January 26, 1996, in Volume 12 of Short Plats, page 69, under Auditor's File No. 9601260017, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, of the Willamette Meridian

Situate in Skagit County, Washington