



202203170054

03/17/2022 11:03 AM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor

After Recording Mail To:

U.S. Bank National Association
1420 Fifth Avenue, Suite 1100
Seattle, WA 98101
Attention: Matthew O'Connell

SECOND AMENDMENT TO DEED OF TRUST

Coversheet Recording Information:

REFERENCE NO. OF DOCUMENT AMENDED: 201912300162

GRANTOR: ACCORD, INC., a Washington corporation

GRANTEE (Beneficiary): U.S. BANK NATIONAL ASSOCIATION, a national banking association

GRANTEE (Trustee): U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

ABBR. LEGAL DESCRIPTION: Lot(s): A and B, SKAGIT COUNTY SHORT PLAT NO. MV-8-80

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS: P25986 / 340417-3-006-0005 and P25988 / 340417-3-006-0203

SECOND AMENDMENT TO DEED OF TRUST

THIS SECOND AMENDMENT TO DEED OF TRUST (this "Amendment"), effective as of January 10, 2022, is made with respect to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (together with all amendments, supplements, exhibits, and modifications thereto, the "Deed of Trust") dated December 20, 2019 and recorded in the real estate records of Skagit County, Washington under Recording No. 201912300162, granted by ACCORD, INC., a Washington corporation ("Grantor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Beneficiary").

RECITALS

- A. Beneficiary is the holder of the Deed of Trust.
- B. Grantor and Beneficiary desire to amend the Deed of Trust on the terms set forth herein.

AGREEMENT

Therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereby agree as follows:

1. The terms used in this Amendment shall have the same meanings as in the Deed of Trust, unless otherwise set forth herein or a different meaning is required by the context hereof.
2. Clause (d) of the definition of the term "Property" as set forth on page 2 of the Deed of Trust is hereby amended in its entirety to read as follows:

(d) All of Grantor's assets, including, without limitation, tangible and intangible personal property now or hereafter used or acquired in connection with or in any way arising out of or related to the ownership, development, operation or maintenance of the Land and Improvements, including, without limitation, all furniture, furnishings, equipment, supplies, inventory and other goods, wherever located, whether in the possession of Grantor, warehousemen, bailee or any other person; all site plans, plats, architectural plans, specifications, work drawings, surveys engineering reports, test borings, market surveys, and other similar work products; all permits, licenses, franchises and trade names; all contract rights (including, without limitation, all architectural, construction, engineering, consulting and management contracts, all insurance policies, and all performance, payment, completion and other surety bonds); and all claims, causes of action, warranties, accounts receivable, escrow accounts, insurance policies, deposits (including tax, insurance and other reserves), instruments, documents, general intangibles and business records; PROVIDED, HOWEVER, the Property does not include (the "Disclaimed Collateral") equipment, inventory or other tangible personal property owned by the Grantor located on or within the Property, provided that such Disclaimed Collateral does not include, and is not a disclaimer of, a security interest in all building materials and supplies to be used for construction, alteration or repair of any

building located or to be located on the Property, all fixtures, and all as-extracted collateral such as oil, gas or other minerals, or timber to be cut.

3. The parties intend that the Deed of Trust and this Amendment shall be construed as a single instrument. Except as expressly modified hereby, the terms of the Deed of Trust, all of which are hereby incorporated by reference, remain in full force and effect. This Amendment is not intended as, nor shall it be construed as, a substitution for the original Deed of Trust, nor shall anything herein impair the lien or priority of the Deed of Trust. Grantor hereby agrees nothing herein contained shall be construed to impair the security or affect the first priority lien of the Deed of Trust, nor impair any rights or powers which Beneficiary or its successors and assigns may have for the nonperformance of any term contained in the Deed of Trust, as amended hereby.

4. This Amendment may be executed in any number of counterparts and by different parties hereto and separate counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instruments.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

GRANTOR:

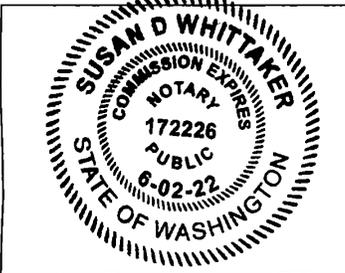
ACCORD, INC., a Washington corporation

By: Frank R. Tonkin
Name: Frank R. Tonkin
Title: Co-President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 18 day of FEBRUARY, 2022, before me personally appeared Frank Tonkin to me known to be the Co-Pres. of ACCORD, INC., the Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that such person was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



(Use this space for notarial stamp/seal)

Susan D. Whittaker
(Signature of officer)
Notary Public in and for the State of
Washington, residing at Renton
My commission expires: 06-02-2022