

RETURN ADDRESS:
WASHINGTON TRUST
BANK
Loan Service Center
P.O. BOX 2127
SPOKANE, WA
99210-2127

MODIFICATION OF DEED OF TRUST

01-183902-0

Reference # (if applicable): 202104260078

Additional on page ____

Grantor(s):

1. MADRONA REAL ESTATE INVESTORS VIII, LLC

Grantee(s)

1. WASHINGTON TRUST BANK

Legal Description: Lots 11-14, Ptn Lot 15, Blk 46, City of Anacortes, (Aka Lot 1, COA
BLA-2019-0008)

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Assessor's Tax Parcel ID#: 3772-046-012-0009 P55160



0735

THIS MODIFICATION OF DEED OF TRUST dated July 20, 2022, is made and executed between MADRONA REAL ESTATE INVESTORS VIII, LLC, a Washington limited liability company, whose address is 1320 E PIKE ST, SEATTLE, WA 98122-4020 ("Grantor") and WASHINGTON TRUST BANK, whose address is Bellevue Financial Center, 10500 NE 8th Street, Suite 1100, Bellevue, WA 98004 ("Lender").

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

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 1, 2021 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on April 26, 2021 under Skagit County Instrument No. 2021042600078.

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

See the Legal Description set forth in the Deed of Trust as said Legal Description may have been thereafter amended, modified, altered or restated.

The Real Property or its address is commonly known as 1715 O Avenue, Anacortes, WA 98221. The Real Property tax identification number is 3772-046-012-0009 P55160.

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

Increasing principal note amount by \$1,400,000.00 making the new principal note amount \$5,500,000.00.

The definition of "Note" in the Deed of Trust is hereby amended and modified to read in its entirety as follows:

Note. The word "Note" means the promissory note dated July 20, 2022, in the original principal amount of \$5,500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or 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.

AFFIRMATIVE COVENANTS. If the Property is used for purposes other than Grantor's residence, Grantor covenants and warrants that as long as this Deed of Trust or any Related Documents remain in effect, Grantor will:

Notice of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Grantor's or the Property's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting Grantor or Property which could materially affect the financial condition of Grantor or the Property.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Grantor understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Grantor in this Deed of Trust or in any certificate or other instrument delivered by Grantor to Lender under this Deed of Trust or any Related Documents. Grantor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of any Related Documents, shall be continuing in nature, shall be deemed made and redated by Grantor at the time each Loan Advance is made, and shall remain in full force and effect until such time as Grantor's or Borrower's indebtedness shall be paid in full, or until this Deed of Trust or any Related Documents shall be terminated, whichever is the last to occur.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original but all such counterparts, taken together, shall constitute one and the same Agreement.

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 JULY 20, 2022.

GRANTOR:

MADRONA REAL ESTATE INVESTORS VIII, LLC

MADRONA REAL ESTATE SERVICES, LLC, Manager of MADRONA REAL ESTATE INVESTORS VIII, LLC

By: 
BRADFORD C. AUGUSTINE, Manager, Member of MADRONA REAL ESTATE SERVICES, LLC

LENDER:

WASHINGTON TRUST BANK

X 
 Authorized Officer

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

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF King)

This record was acknowledged before me on July 21, 2022 by BRADFORD G AUGUSTINE, Manager, Member of MADRONA REAL ESTATE SERVICES, LLC, Manager of MADRONA REAL ESTATE INVESTORS VIII, LLC.



Jana M. Vogelsang
(Signature of notary public)

Operations Manager
(Title of office)

My commission expires:

01/22/2025
(date)

LENDER ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF King)

This record was acknowledged before me on 7/21, 20 22 by Brian Durnigan as VP of WASHINGTON TRUST BANK.

Notary Public
State of Washington
T M Burson
Commission No. 14897
Commission Expires 12-18-2022

T M Burson
(Signature of notary public)

notary
(Title of office)

My commission expires:

12/18/22
(date)