

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
MAC T7408-01V  
4101 Wiseman Blvd  
Bldg.108, Floor 1  
San Antonio, TX 78251  
Attn: Loan Documentation

MODIFICATION OF DEED OF TRUST AND  
ASSIGNMENT OF RENTS AND LEASES

OK 164029-S

**Grantor (Grantor):** 222 FERRY STREET, LLC

**Grantee (Beneficiary):** WELLS FARGO BANK, NATIONAL ASSOCIATION

**Grantee (Trustee):** WELLS FARGO NATIONAL BANK WEST, f/k/a WELLS FARGO FINANCIAL  
NATIONAL BANK

**Reference No. of Deed of Trust:** 201709130030

THIS MODIFICATION (this "Modification") is entered into as of August 15, 2022, by and between  
222 FERRY STREET, LLC ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION  
("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the  
parties:

A. This Modification pertains to that certain Deed of Trust and Assignment of Rents and Leases  
dated as of August 10, 2017, executed by Janicki Industries, Inc., as grantor, to WELLS FARGO  
NATIONAL BANK WEST, f/k/a WELLS FARGO FINANCIAL NATIONAL BANK, as Trustee, in favor of  
Beneficiary, and recorded on September 13, 2017, under Recording No. 201709130030 of the office of  
the Auditor of Skagit County, Washington, as modified ("Deed of Trust").

B. In connection with the transfer of the property described in the Deed of Trust from Janicki  
Industries, Inc. to Grantor, Grantor assumed the Deed of Trust pursuant to the Assumption Agreement  
between Janicki Industries, Inc., Grantor, and Beneficiary dated as of August 25, 2020 and recorded on  
August 31, 2020, under Recording No. 202008310277 of the office of the Auditor of Skagit County,  
Washington, as modified.

C. Certain additional obligations have been or are to be incurred which are to be secured by the  
Deed of Trust, and Grantor and Beneficiary have agreed to modify the Deed of Trust to reflect said  
additional obligations as secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1(a) of the Deed of Trust is hereby amended in its entirety to read as follows:

(a) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with that certain second amended and restated promissory note ("Note") dated as of August 15, 2022, in the maximum principal amount of Eight Hundred Two Thousand Five Hundred and No/100 Dollars (\$802,500.00), with interest as provided therein, executed by Grantor and payable to Beneficiary or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and

2. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

3. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

**BENEFICIARY:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
Name: Lachlan Pegg  
Title: Senior Vice President

**GRANTOR:**

222 FERRY STREET, LLC

By: \_\_\_\_\_  
Name: John P. Janicki  
Title: President

[Signature Page to Modification of Deed of Trust]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

**BENEFICIARY:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Lachlan Pegg  
Title: Senior Vice President

**GRANTOR:**

222 FERRY STREET, LLC

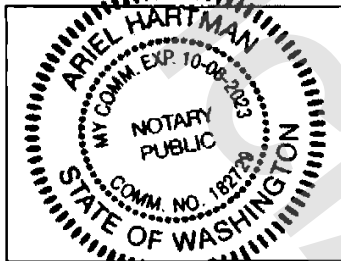
By:   
Name: John P. Janicki  
Title: President

[Signature Page to Modification of Deed of Trust]

STATE OF WASHINGTON                    )  
   ) ss.  
 COUNTY OF KING                        )

On this 18 day of AUGUST, 2022, before me personally appeared Lachlan Pegg, to me known to be the Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, 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 he or she 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)

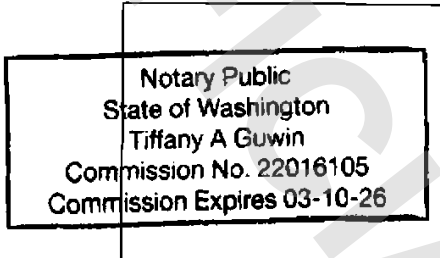
Ariel Hartman  
 (Signature of officer)  
 Notary Public in and for the State of  
 Washington, residing at Bellevue  
 My commission expires: 10/08/2023


[Signature Page to Modification of Deed of Trust]

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

On this 16 day of August, 2022, before me personally appeared John P. Janicki, to me known to be the President of 222 FERRY STREET, LLC, 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 he or she 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.



  
(Signature of officer)  
Notary Public in and for the State of  
Washington, residing at Skagit County  
My commission expires: 3/10/26

(Use this space for notarial stamp/seal)

[Signature Page to Modification of Deed of Trust]