11/15/2022 01:40 PM Pages: 1 of 6 Fees: \$208.50

Skagit County Auditor, WA

## This document has been prepared by

Mission Investment Fund - ELCA Attn: Loan Department / Sophia Barajas 8765 West Higgins Road Chicago, IL 60631

Loan No.: 54770000006419

[Above space reserved for recording information.]

## MODIFICATION OF PROMISSORY NOTE and DEED OF TRUST

THIS MODIFICATION OF PROMISSORY NOTE and DEED OF TRUST ("Modification") is made and entered by and between a <u>Salem Village One LLC</u>, a <u>Washington</u> limited liability company ("Trustor"), whose address is <u>3100 North 30<sup>th</sup> Street</u>, No. 2, <u>Mount Vernon</u>, <u>Washington 98273</u>, <u>Fidelity National Title Company of Washington</u>, <u>Inc.</u>, a <u>Washington corporation</u>, located at <u>600 University Street</u>, <u>Suite 2424</u>, <u>Seattle</u>, <u>Washington 98101</u> ("Trustee"), and MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA, a Minnesota corporation ("Beneficiary"), whose address is 8765 West Higgins Road, Chicago, Illinois 60631.

WHEREAS, the Congregation executed and delivered to the Beneficiary a Note, dated <u>September 27, 2018</u>, evidence of an indebtedness in the original principal amount of <u>Seven Hundred Twenty-Six Thousand and 00/100 Dollars (\$726,000.00</u>) ("Note").

WHEREAS, to secure the repayment of the first Note, the Congregation executed and delivered to the Mortgagee that certain Trust Deed dated <u>September 27, 2018</u>, and recorded in the <u>Skagit County</u> <u>State of Washington</u>, on <u>November 6, 2018</u>, in <u>Recording No: 201811060041</u>, covering certain real property and improvements located in the <u>Skagit County</u>, <u>State of Washington</u> as described in the legal description of the Deed of Trust.

WHEREAS, the outstanding principal balance owed under the Note as of <u>June 15, 2022</u> is <u>Six Hundred Forty Thousand Nine Hundred Forty Six and 07/100 dollars (\$640,946.07)</u>.

WHEREAS, it is beneficial to the above named parties to modify and amend certain provisions in the Note and Trust Deed

NOW, THEREFORE, in consideration of the above recitals, the covenants and agreements contained herein, the sum of One and No/100 Dollar (\$1.00) paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows: Notwithstanding any provisions of the Note and/or Trust Deed to the contrary, effective the date of this Modification, the Note and Trust Deed shall be modified, altered and amended in the following respects:

- a) <u>Interest Rate</u>. The interest rate on the Note shall reset at <u>4.625%</u> percent per annum, adjustable. Commencing <u>July 7, 2022</u> thru <u>June 30, 2032</u>.
- b) Monthly Payments of Principal and Interest The congregation shall make equal monthly payments of principal and interest in the amount of Four Thousand Six Hundred Forty—Two and 00/100 (\$4,642.00) commencing on August 1, 2022 and continue thereafter until July 1, 2032. Payments shall be due by the first day of every month.
- c) <u>Interest and Payment Review Dates.</u> The interest rate and payment shall be reviewed by the Beneficiary every 10 years. The congregation shall be notified by the Beneficiary in writing 45 days in advance of the Interest Rate and Payment Amount applicable as <u>July 1</u>, 2032.
- d) <u>Loan Maturity</u>. The maturity date will be <u>October 1, 2038</u>, at which time all outstanding principal and all accrued and unpaid interest shall be due and payable.
- e) Prepayment of loan. This loan may be prepaid in whole or in part at any time on the conditions provided in this paragraph below. Any such prepayment of principal shall be applied against the principal amounts outstanding and shall be applied to the installment or installments last maturing hereunder; provided, however, that any such prepayment shall not postpone or extend the due date and shall not decrease the amount of any subsequent installments.

No such prepayment shall be deemed a waiver of, or estoppel with respect to, any right or remedy available to the holder hereof under the Note or any other instrument securing this Note, including, without limitation, a waiver of any default which shall have accrued hereunder.

- (i) For prepayments during the next Thirty-Six months of the term of the loan, beginning **July 1, 2022**, the following shall apply:
- (a) If such prepayment is for the purpose of refinancing all or any part of this loan with another lender, such prepayment shall be accompanied by payment of a prepayment fee equal to 2% of the amount of the prepayment.
- (b) If such prepayment is not for the purpose of refinancing all or any part of this loan with another lender, no prepayment fee shall be required.
- (c) If requested by the Mortgagee, the congregation shall provide any documentation and information reasonably necessary to confirm the purpose of the prepayment.
- (ii) Prepayments after July 1, 2025, of the term shall be without penalty.

Except as modified and amended herein, all of the provisions of the Note and Trust Deed shall remain in full force and effect.

This Modification may be executed in several counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

This Modification and each and every part hereof shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of each and every future holder of the Note, including the successors and assigns of the Beneficiary.

as executed and entered into this Modification	
The Mission Investment Fund of the	
Evangelical Lutheran Church in America a Minnesota corporation	

By: Thomas B Walkert

Title: 185 iden 7

By: Mero View S. Lug Name: Bone View Selus Title: Executive DIRECTOR By: <u>Unclined</u> Name: <u>Amelia Dawkins</u>

itle: Vice President of Lending

STATE OF WASHINGTON )			
) ACKNOWLEDGMENT			
COUNTY OF SKAGIT			
On this 33 day of Lett, , 2022, before me personally came the above named Thomas B Hulbert, the President, respectively, Salem Village One LLC, a			
Thomas 13 Halbert, the President, respectively, Salem Village One LLC, a			
Washington limited liability company, who proved to me on the basis of satisfactory evidence to be			
the person() whose name() is/are subscribed to the within instrument and acknowledged to me			
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by			
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
person(s) acted, executed the histrument.			
I certify under PENALTY OF PERJURY under the laws of the State of Washington that the			
foregoing paragraph is true and correct.			
WITNESS my land and state all seal.			
K Norda C Juled			
Notary Public			
SEAL My commission expires: // /- 2009			
STATE OF WASHINGTON )			
) ACKNOWLEDGMENT			
COUNTY OF SKAGIT )			
On this 23th day of June, 2022, before me personally came the above named			
for the standard by the standard by the forespectively of Salem Village One LLC			
a Washington limited liability company, who proved to me on the basis of satisfactory evidence to			
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to			
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by			
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the			
person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of the State of Washington that the			
foregoing paragraph is true and correct.			
WITNESS my hand and official seal.			
T) Maak Well			
SEAL Notary Public			
My commission expires: /// - Act 2			
PUBLIC :			
SEAL Notary Public My commission expires: /// - Acad 2  MIF Modification 06/20/22  Page 4			
MIF Modification Page 4			
06/20/22			

<b>*****</b>		
STATE OF ILLINOIS	)	
COLDITY OF COOK	) ss.	ACKNOWLEDGMENT
COUNTY OF COOK	)	
On Uhry 8	, 20 <u>12</u> , before me	e personally came the above named Amelia Dawkins
the vice President of	Lenging, of the	MISSION INVESTMENT FUND OF THE
		I IN AMERICA, a Minnesota corporation, to mand to me well known to be the person who execute
		me as the deed of said corporation.
		11 1 Plans
		Il y Flats
<i></i>	Kun	Notary Public, State of Illinois
<b>1</b> No.	KIMBERLY L CHARLESTON Official Seal	My complission expires: 7/22/26
SEAL My Cor	Official Seal tary Public - State of Illinois mmission Expires Jul 22, 202	V
	Jul 22, 202	26 🕻

## EXHIBIT A TO DEED OF TRUST PROPERTY DESCRIPTION

Address(es) of property: 2619 North LaVenture Road, Mount Vernon, County of Skagit,

Washington 98273

## For APN/Parcel ID(s): P24136/ 340408-0-013-0003

Lot 2 of Short Plat No. MV-8-94, as approved July 1, 1997 and recorded July 1, 1997, in Book 13 of Short Plats, pages 17 and 18, records of Skagit County Washington, being in a portion of Government Lot 7, Section 8, Township 34 North, Range 4 East, W.M., TOGETHER WITH that portion of Lot 3 of said Short Plat, described as follows

Beginning at the Northwest corner of said Lot 2; thence South 0 degrees 11' 21" West, along the West line of said Lot 2, also being the East line of said Lot 3, a distance of 229.71 feet to the Southwest corner of said Lot 2; thence North 87 degrees 57'29" West, along the North line of a 60 00-foot wide utility and access easement as shown on said Short Plat, 53 64 feet; thence North 0 degrees 11' 21" East, 64 17 feet to the beginning of a curve to the right, having a radius of 88.00 feet; thence Northeasterly along the arc of said curve to the right, through a central angle of 21 degrees 40' 05", an arc distance of 33 28 feet; thence North 21 degrees 51' 26" East, 117.03 feet to the beginning of a curve to the left, having a radius of 50.00 feet, thence Northerly along the arc of said curve to the left, through a central angle of 21 degrees 40' 05", an arc distance of 18.91 feet; thence North 0 degrees 11' 21" East, 4.11 feet to a point which lies North 87 degrees 57' 29" West from said Northwest corner of Lot 2, thence South 87 degrees 57' 29" East, 0.64 feet to the POINT OF BEGINNING.

Situated in Skagit County, Washington.