

Return Address:

Veristone
6725 116th Ave NE, Suite 210
Kirkland, WA 98033

LOAN NUMBER: 2022.0325

MODIFICATION OF DEED(S) OF TRUST

Reference # (if applicable): 202205040090

Grantor(s): Key Peninsula Properties LLC, a Washington Limited Liability Company

Grantee(s): Veristone Fund I, LLC, a Washington Limited Liability Company

APN: P58280/3809-205-010-0109

Situs Address: 3706 West 3rd Street, Anacortes, WA 98211

Legal Description: Lots 3 and 4, Block 1205, NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington. Situated in Skagit County, Washington.

THIS MODIFICATION OF Deed(s) of Trust dated 31st day of January, 2023, is made and executed between Key Peninsula Properties LLC, a Washington Limited Liability Company ("Grantor") and Veristone Fund I, LLC, whose address is 6725 116th Ave NE, Suite 210, Kirkland, WA 98033 ("Lender"). **Deed(s) of Trust.** Lender and Grantor have entered into a Deed(s) of Trust (the "Deed(s) of Trust") dated 04-29-2022 which has been recorded in Skagit County, State of WA, as follows: Recorded on 05-04-2022, under recording number 202205040090 in Skagit County, State of WA.

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

APN: P58280/3809-205-010-0109

Situs Address: 3706 West 3rd Street, Anacortes, WA 98211

Legal Description: Lots 3 and 4, Block 1205, NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington. Situated in Skagit County, Washington.

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

- Maker shall remit to holder funds in the amount of SIXTY-EIGHT THOUSAND DOLLARS AND 00/100 (\$68,000.00).
- Increase the loan amount by ONE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED DOLLARS AND 52/100 (\$135,400.52) from FIVE HUNDRED TWELVE THOUSAND FIFTY DOLLARS 00/100 (\$512,050.00) to SIX HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND 52/100 (\$647,450.52).
- New remaining holdback balance will be FIVE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND 00/100 (\$542,428.00)
- New interest reserve balance will be TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00).
- The interest rate shall be amended from 10.99% per annum to 11.25% per annum. Interest shall begin accruing at the 11.25% rate effective January 1st, 2023, which will be reflected on the monthly payment due February 1st, 2023.
- Amend maturity date of the loan by 180 days from December 30th, 2022, to June 28th, 2023.
- Holder agrees to reimburse maker for permits in the amount of TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$22,500.00) from this loans construction holdback upon execution of this amendment to Promissory Note and receipt of the \$68,000 due as part of this amendment. Maker agrees that Holder will send the funds of \$22,500.00 directly to the city of Anacortes to pay for the permits on Maker's other loan with holder (Loan 2022.0260). If Maker has already paid the city of Anacortes the

\$22,500.00 for the permits on loan 2022.0260 and can provide paid receipts as well as copies of the issued permits then Holder will release the fund directly to Maker, rather than paying the city directly.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed(s) of Trusts 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(s) of Trusts 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(s) of Trusts (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed(s) of Trusts and all parties, makers and endorsers 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(s) of Trusts 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.

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 31st day of January, 2023.

[SIGNATURE PAGE FOLLOWS]

GRANTOR: Key Peninsula Properties LLC, a Washington Limited Liability Company

By: *[Signature]*, member 02/1/23
Andrew Sager, Member Date
On Behalf of: Key Peninsula Properties LLC

STATE OF WA)
) ss.
COUNTY OF Skagit)

I hereby certify that I know or have satisfactory evidence that Andrew Sager (is/are) the person(s) who appeared before me. Said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument and, on oath, stated that (he/she/they) (is/are) authorized to execute the instrument.

Given Under My Hand And Official Seal this 1 day of Feb 2023.

Signature *[Signature]*
Printed Name Paula Hernandez
NOTARY PUBLIC in and for the State of WA
Residing at Skagit County
My Commission Expires July 17, 2023



UNNOTARIZED DOCUMENT