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05/16/2023 09:32 AM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor

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Palm Harbor, FL 34683

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|--|---------------|----------------------------------|
| DOCUMENT TITLE(S): MODIFICATION OF DEED OF TRUST | | |
| AUDITOR FILE NUMBER & VOL. & PAGE NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED: | | |
| BOOK # | PAGE # | INSTRUMENT # 202011250072 |
| Additional reference numbers can be found on page _____ of document. | | |
| GRANTOR(S): QUALITY SEAFOOD SERVICES L.L.C. | | |
| Additional Grantor(s) can be found on page _____ of document. | | |
| GRANTEE(S): WASHINGTON TRUST BANK | | |
| Additional Grantee(s) can be found on page _____ of document | | |
| Legal Description: All Blk 57 & Ptn Blks 56, 72 & 73, Amended Plat Of Burlington & Ptn SW 1/4, 32-35-4 E W.M. & Ptn NW 1/4, 5-34-4 E W.M. | | |
| Additional Legal(s) can be found on page _____ of document | | |
| ASSESSOR'S PARCEL NUMBER(S) (IF REQUIRED): Assessor's Tax Parcel ID#: P110607, P112853, P71677, P71794, P71797, P71798, P71801, P110263 | | |
| | | |

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

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 202011250072

Additional on page ____

Grantor(s):

1. QUALITY SEAFOOD SERVICES L.L.C.

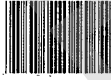
Grantee(s)

1. WASHINGTON TRUST BANK

Legal Description: All Blk 57 & Ptn Blks 56, 72 & 73, Amended Plat Of Burlington & Ptn SW
1/4, 32-35-4 E W.M. & Ptn NW 1/4, 5-34-4 E W.M.

Additional on page 2

Assessor's Tax Parcel ID#: P110607, P112853, P71677, P71794, P71797, P71798, P71801,
P110263



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THIS MODIFICATION OF DEED OF TRUST dated December 9, 2021, is made and executed between QUALITY SEAFOOD SERVICES L.L.C., a Washington limited liability company, whose address is 424 GREENLEAF AVE, BURLINGTON, WA 98233 ("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 November 23, 2020 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on November 25, 2020 under Skagit County Instrument No. 202011250072.

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 466 SOUTH SPRUCE STREET, BURLINGTON, WA 98233. The Real Property tax identification number is P110607, P112853, P71677, P71794, P71797, P71798, P71801, P110263.

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

Increasing principal note amount by \$189,500.00 making the new principal note amount \$11,887,500.00.

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 December 9, 2021, in the original principal amount of \$11,887,500.00 from Grantor 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 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 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 DECEMBER 9, 2021.

GRANTOR:

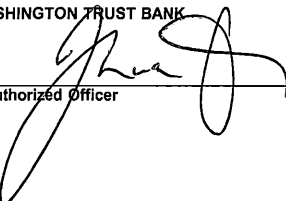
QUALITY SEAFOOD SERVICES L.L.C.

By: 

FREDERICK D JAHNS, Member, Manager of QUALITY SEAFOOD SERVICES L.L.C.

LENDER:

WASHINGTON TRUST BANK

X 
Authorized Officer

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

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Skagit

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This record was acknowledged before me on December 16, 2021 by FREDERICK D JAHNS, Member, Manager of QUALITY SEAFOOD SERVICES L.L.C..



[Signature]
(Signature of notary public)

Notary: 12518 Patricia Lane, Burlington, WA.
(Title of office)

My commission expires:

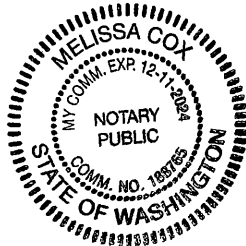
2-19-2023
(date)

LENDER ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Snohomish

)
) SS
)

This record was acknowledged before me on December 16, 2021 by Josh Intinson as Vice President of WASHINGTON TRUST BANK.



[Signature]
(Signature of notary public)

Notary
(Title of office)

My commission expires:

12/11/2024
(date)