09/22/2023 02:03 PM Pages: 1 of 3 Fees: \$205.50

Skagit County Auditor, WA

Return Address:

John Ritchie 322 N. 134th St. #201 Seattle, WA 98133

ACCOMMODATION RECORDING ONLY

3872-000-009-0000 / P63809

M-22683

Document Title(s) (for transactions contained therein): 1. First Amendment To Commercial Loan Agreement 2. 3. 4. Reference Number(s) of Documents assigned or released: (on page of documents(s)) 202305170048 Grantor(s) 1. Stephen Bighaus 2. Maria Bighaus 3. 4. Additional Names on page of document. Grantec(s) 1. J.G. Ritchie 2. 3. 4. Additional Names on page of document. Legal Description (abbreviated i.e. lot, block, plat or section, township, range) LOT 9, CASCADE RIVER PARK NO. 2 Additional legal is on page of document. Assessor's Property Tax Parcel/Account Number

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WHEN RECORDED MAIL TO:

John Ritchie 322 N. 134th St. #201 Seattle, Wa. 98133

(SPACE ABOVE LINE FOR RECORDER'S USE)

FIRST AMENDMENT TO COMMERCIAL LOAN AGREEMENT

THIS AMENDMENT modifies the Commercial Loan Agreement dated May 16, 2023 by and between Ritchie, LLC ("Lender") and Stephen Bighaus and Maria Bighaus ("Borrower")

It is hereby agreed by and between Borrower and Lender

Borrower is the maker and grantor, and Lender is the present holder of and beneficiary of a
promissory note and Deed of Trust, dated May 16, 2023, wherein the amount of principal is
\$70,000.00. The Note and Deed of Trust are secured by real property legally described as follows:

Lot 9, "Cascade River Park No. 2" as per plat recorded in Volume 9 of Plats, Pages 20 & 21, Records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Tax Parcel Number: 3872-000-009-0000/P63809

The Deed of Trust was recorded May 17, 2023 under Skagit County Recording number 202305170048 which, along with the Promissory Note it secures, is incorporated herein by this reference as though fully set forth herein.

- 2. The parties are desirous of modifying the terms and conditions of said note and Deed of Trust by Lender disbursing to Borrower an additional \$ 75,000.00 for the use and purpose of funding the business development of real property to be used as a rental. The parties reaffirm the terms and conditions of the existing loan as may be amended, changed, or modified by this Amendment.
- 3. The Parties further understand and agree that the property described in the Deed of Trust of even date shall remain as security for the balance owing on said note, plus all other obligations set forth in the original note and Deed of Trust which shall remain in full force and effect.
- 4. Borrower agrees to pay 2 points upon execution of this agreement. It is further understood and agreed that Borrower shall pay for all loan modification costs, including attorney fees, escrow fees, recording fees, and title endorsement fees, if any.
- 5. All other terms and conditions of the Promissory Note, Loan Agreement, and Deed of Trust shall remain in full force and effect unless herein modified, including the interest rate on the additional amount advanced. The new principal balance is now \$ 145,000.00.

6. The Borrower warrants and represents to the Lender that the additional advance will strictly and exclusively for a business, commercial purpose and shall not be used to any degree or extent for personal or household purposes. The Borrower understands that Lender would not make the loan or provide funds for any purpose other than for business, commercial, and/ or investment purposes.

NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Dated this ? • day of September. 2023.

Stephen Bighaus

State of Washington County of King

On this <u>20th</u> day of September, 2023, personally appeared before me, Stephen Bighaus and Maria Bighaus who stated that they executed the above instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WASHIN

//VGTON

Notary Public in and for the State of Washington

Residing at SeATTLE

Printed Name of Notary LISA ANNE DENNIS

My Appointment expires 4-20 7027