

RETURN ADDRESS:

Umpqua Bank
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

210899-LT

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 202111090028

Additional on page ____

Grantor(s):

1. Chirva, Maksim V.
2. Chirva, Natalya

Grantee(s)

1. Umpqua Bank

Legal Description: ptn Lots 3 & 4, Block 2, Plat of the Town of Montborne

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Assessor's Tax Parcel ID#: 4135-042-004-0008/P746475



THIS MODIFICATION OF DEED OF TRUST dated December 13, 2023, is made and executed between Maksim V. Chirva and Natalya Chirva, a married couple, whose address is 18434 S Westview Rd, Mount Vernon, WA 98274 ("Grantor") and Umpqua Bank, whose address is Issaquah, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("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 2, 2021 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on November 9, 2021 under Skagit County, Instrument #202111090028.

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

Lot 3, EXCEPT the Southeastery 10 feet thereof; AND the Southeastery Half of Lot 4, all within Block 42, PLAT OF THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington; EXCEPT that portion thereof conveyed to Skagit County for road purposes; TOGETHER WITH that portion of vacated Lakeside Boulevard adjoining the Southwesterly end of said lots; ALSO TOGETHER WITH that portion of the 100 foot wide railroad right-of-way, commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lake Shore and Eastern Railway) lying Westerly of Line "RR" described in Judgment & Decree Quietening Title entered May 11, 1992, in Skagit County Superior Court No. 91-2-00070-3, lying Southerly of the North line of the said Southeastery Half of Lot 4, Block 42, extended and Northerly of the Southeastery 10 feet of Lot 3, Block 42, extended; EXCEPT that portion conveyed on March 7, 2003 under Auditor's File No. 200603070033, records of Skagit County. Situated in Skagit County, Washington.

The Real Property or its address is commonly known as 18434 South Westview Rd, Mount Vernon, WA 98274. The Real Property tax Identification number is 4135-042-004-0008/P746475.

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

This Deed of Trust now secures a Credit Agreement dated December 13, 2023 with a credit limit of \$507,000.00.

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 endorser 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.

SURETYSHIP WAIVER. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

VENUE. This transaction is made in the State of Washington. Upon Lender's request, the undersigned agrees to submit to the jurisdiction of any state or federal court in the State of Washington or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph

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


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is found, even if it is described by another name as well.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

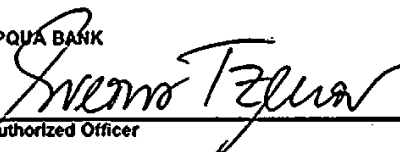
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 13, 2023.

GRANTOR:

x 
Maksim V. Chirva

x 
Natalya Chirva

LENDER:

UMPQUA BANK
x 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF

WASHINGTON

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COUNTY OF

King

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This record was acknowledged before me on 12-13- 20 23 by Maksim V. Chirva.

(Signature of notary public)

Notary Public

(Title of office)

My commission expires:

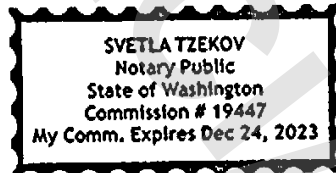
Dec 24, 2023

(date)

MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SSCOUNTY OF KingThis record was acknowledged before me on 12-13, 2023 by Natalya Chirva.Recordation Requested By:
WFG Lender Services
2625 Townsgate Rd, Suite 101
Westlake Village, California 91361Svetla Tzekov
(Signature of notary public)Notary Public
(Title of office)My commission expires: Dec 24, 2023
(date)

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF

WASHINGTON

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COUNTY OF

King

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This record was acknowledged before me on

12-13-

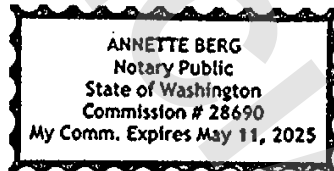
, 20

23

by

SvetlaTeerav

as

Authorized officer of Umpqua Bank.

(Signature of notary public)

Notary

(Title of office)

My commission expires:

5/11/2025

(date)