

Return to:  
Document Recording Services  
P.O. Box 3008  
Tallahassee, FL 32315-3008



REF298630182A

**MODIFICATION OF DEED OF TRUST**

Reference # 201812240123

Additional on page \_\_\_\_\_

Grantor(s):

- 1. Howe Family Properties, LLC

Grantee(s)

- 1. Umpqua Bank

Abbreviated Legal Description: Ptn Lots 16, 18, 19, 20, All of Lot 17, Blk. 104, Amended Plat of Burlington

Additional on last page of document

Assessor's Tax Parcel ID Number. P71990 4076-104-018-0001

THIS MODIFICATION OF DEED OF TRUST ("Modification") dated October 15, 2024, is made and executed between Howe Family Properties, LLC, a Washington limited liability company ("Grantor") and Umpqua Bank, whose address is PO Box 1580, Roseburg, OR 97470 ("Lender").

**DEED OF TRUST.** Grantor granted a Deed of Trust dated December 20, 2018 in favor of Lender which was recorded on December 24, 2018 as Instrument No. 201812240123 in the official records of Skagit County, Washington (as it may have been previously amended, the "Deed of Trust"). The current loan obligation may have been previously modified and all prior modifications, if any, are hereby acknowledged, ratified, and confirmed.

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

See Exhibit "A" which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The real property or its address is commonly known as 121-127 South Spruce Street, Burlington, WA 98233.

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

The definition of "Indebtedness" in the **DEFINITIONS** section is amended and restated in its entirety to read as follows:

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

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

The definition of "**Personal Property**" in the **DEFINITIONS** section is amended by adding the following to the end thereof:

However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

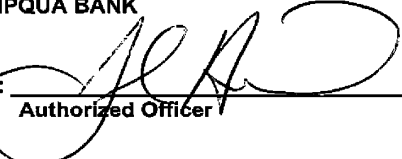
**HOWE FAMILY PROPERTIES, LLC**

By:   
Authorized Signer

**GRANTOR:**

**LENDER:**

**UMPQUA BANK**

By:   
Authorized Officer

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

**REPRESENTATIVE ACKNOWLEDGMENT**

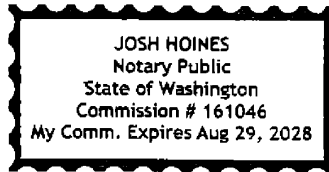
State of Washington  
County of SKagit

This record was acknowledged before me on 12-2- 2024 by  
SCOTT HOWE as MANAGING MEMBER of Howe Family Properties,  
LLC.

[Signature]  
(Signature of notary public)

NOTARY PUBLIC  
(Title of office)

My commission expires: 8-29-2028  
(date)



(Stamp)

**LENDER ACKNOWLEDGMENT**

State of Washington  
County of Skagit

This record was acknowledged before me on December 2, 2024 by  
Josh Hoines as Branch Manager of Umpqua Bank.

[Signature]  
(Signature of notary public)

Notary Public  
(Title of office)

My commission expires: 2/21/28  
(date)

(Stamp)



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

**Page 4 of 4**

Exhibit "A"

**Lot 16, EXCEPT the West 20 feet thereof, all of Lot 17; Lot 18, EXCEPT the North 34.43 feet of the East 24.8 feet thereof; and Lots 19 and 20, EXCEPT the North 34.43 feet thereof; all in Block 104, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington. Situate in the City Burlington, County of Skagit, State of Washington**