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MODIFICATION OF DEED OF TRUST

Reference # (if applicable): XXX152-1

Additional on page ____

Grantor(s):

1. Samish River Properties, LLC

Grantee(s)

1. Umpqua Bank

Abbreviated Legal Description: Ptn Lots 1 & 2 and unnumbered Lots, Blk 3, Town Plat of Edison
(Haller's Addition), Skagit County, WA

Additional on last page of document

Assessor's Tax Parcel ID Number. P72958/4099-003-002-0006; P72959-4099-003-002-0105

THIS MODIFICATION OF DEED OF TRUST ("Modification") dated January 15, 2025, is made and executed between Samish River 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 February 6, 2020 in favor of Lender which was recorded on February 7, 2020 as Instrument No. 202002070126 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 5717 & 5719 Gilkey Avenue, Bow, WA 98232.

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)**

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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 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.

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

GRANTOR:

SAMISH RIVER PROPERTIES, LLC

By: 

Authorized Signer

LENDER:

UMPQUA BANK

By: 

Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

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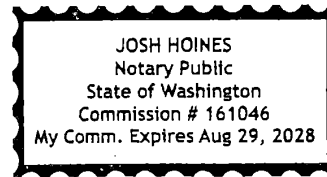
REPRESENTATIVE ACKNOWLEDGMENT

State of Washington
County of SKAGIT

This record was acknowledged before me on January 21, ~~2024~~ ²⁰²⁵ by
WESLEY SMITH as MEMBER of Samish River 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 January 21, ~~2024~~ ²⁰²⁵ by
Josh Hoines as Branch Manager of Umpqua Bank.
Madison Kainu
(Signature of notary public)

Notary Public
(Title of office)

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



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

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Exhibit "A"

Order No.: 620039571A

For APN/Parcel ID(s): P72958/ 4099-003-002-0006**PARCEL A:**

Those certain unnumbered Lots in Block 3 of "Town Plat of Edison (Haller's Addition)", as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, more particularly described as follows:

Beginning at the intersection of the West line of Lot 5 in Block 2 of said Plat with the Edison Slough; thence South along said West line to the Northeast corner of Lot 4 in said Block 2; thence West along the North line of Lots 3 and 4 in Block 2, a distance of 120 feet to the East line of Lot 1 in Block 3; thence North along the East line of Lots 1 and 2 in Block 3, a distance of 120 feet to the South line of Lot 3 in said Block 3; thence East along said South line to its intersection with Edison Slough; thence Southeasterly along said Slough to the Point of Beginning.

Except those portions thereof lying within the right of way of Diking District No. 19.

PARCEL B:

The East 1/2 of Lots 1 and 2 and the North 10 feet of the West 1/2 of Lot 2 in Block 3 of "Town Plat of Edison (Haller's Addition)", as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

Together with that portion of the vacated alley in said Block which has reverted to said premises by operation of law.

Also together with that portion, if any, of vacated Gilkey Avenue which has reverted to said North 10 feet of the West 1/2 of Lot 2 by operation of law.

Except those portions thereof lying within the right of way of Diking District No. 19.

For APN/Parcel ID(s): P72959 / 4099-003-002-0105**PARCEL C:**

The West 1/2 of Lots 1 and 2, Block 3, EXCEPT the North 10 feet thereof, AND ALSO EXCEPT that portion thereof lying South of the South line of Lot 8, Block 1, produced all in "EDISON HALLER'S ADDITIONS", as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH the vacated alley adjacent thereto which upon vacation reverted to said premises by operation of law.

Situate in the County of Skagit, State of Washington.