

**RETURN ADDRESS:**

Heritage Bank  
Attn: Loan Operations  
3615 Pacific Ave  
Tacoma, WA 98418

M22818-LT

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 201412050047

Additional on page \_\_\_\_

Grantor(s):

1. Burfair, LLC

Grantee(s)

1. HERITAGE BANK

Legal Description: LOT 1, B.S.P. #PL-04-0916 BEING A PTN OF S 1/2 OF NE 1/4, 19-35-4 E  
W.M.

Additional on page 2

Assessor's Tax Parcel ID#: 8056-000-001-0000, P122694

**THIS MODIFICATION OF DEED OF TRUST dated April 4, 2025, is made and executed between BURFAIR, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, WHO ACQUIRED TITLE AS BURFAIR, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, whose address is 840 Beltline Rd, Springfield, OR 97477 ("Grantor") and HERITAGE BANK, whose address is Skagit Commercial, P.O. Box 1578, Olympia, WA 98507 ("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 10, 2014 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

**Recorded on December 5, 2014 in Skagit County, State of Washington, Under Auditor's File Number 201412050047.**

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

LOT 1 OF BINDING SITE PLAN NO. PL-04-0916, RECORDED APRIL 20, 2005, UNDER AUDITOR'S FILE NO. 200504200093, RECORDS OF SKAGIT COUNTY, WASHINGTON AND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as 9384 Old HWY 99 North Road, Burlington, WA 98233. The Real Property tax identification number is 8056-000-001-0000, P122694.

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

The Application of Proceeds paragraph is hereby amended as follows:

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$100,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

**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 endorers 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.

**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 APRIL 4, 2025.**

**GRANTOR:**

**BURFAIR, LLC**

By: \_\_\_\_\_

James J. Duffy, Manager of Burfair, LLC

By: \_\_\_\_\_

Richard D. Boyles, Manager of Burfair, LLC

**LENDER:**

**HERITAGE BANK**

X \_\_\_\_\_

Authorized Officer

1082

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(Continued)**

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**GRANTOR:**

**BURFAIR, LLC**

By: \_\_\_\_\_  
James J. Duffy, Manager of Burfair, LLC

By:  \_\_\_\_\_  
Richard D. Boyles, Manager of Burfair, LLC

**LENDER:**

**HERITAGE BANK**

X  \_\_\_\_\_  
Authorized Officer

2052

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

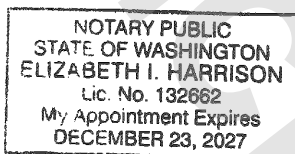
Page 3

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Washington )  
 ) SS  
COUNTY OF Snohomish )

This record was acknowledged before me on April 10, 2025 by James J. Duffy,  
Manager of Burfair, LLC.

[Signature]  
(Signature of notary public)



Notary  
(Title of office)

My commission expires:

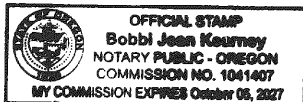
12-23-2027  
(date)

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF OREGON )  
 ) SS  
COUNTY OF LANE )

This record was acknowledged before me on April 16, 2025 by Richard D.  
Boyles, Manager of Burfair, LLC.

[Signature]  
(Signature of notary public)



Notary Public for the State of Oregon  
(Title of office)


My commission expires:

October 5, 2027  
(date)

MODIFICATION OF DEED OF TRUST  
(Continued)

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## LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF St Kitts )This record was acknowledged before me on April 10, 2025 by Matthew  
Lehman as VP Commitment of HERITAGE BANK.  
(Signature of notary public)Notary  
(Title of office)

My commission expires:

12-23-2027  
(date)

NOTARY PUBLIC  
STATE OF WASHINGTON  
ELIZABETH I. HARRISON  
Lic. No. 132662  
My Appointment Expires  
DECEMBER 23, 2027