

When Recorded Return To:

Washington State Department of Commerce
Multifamily Housing Unit
1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Attention: MHU Contracts Specialist - HTF

213025-LT FIRST AMENDED AND RESTATED DEED OF TRUST

Reference Number of Document Amended: 202409050036

Grantor (Borrower): Skagit Valley Family YMCA

Beneficiary (Lender): Washington State Department of Commerce

Grantee (Trustee): Land Title and Escrow of Skagit County

Legal Description (abbreviated): Pnt Lot 16, all lots 17-20, Block 20, Vernon Hgts. Add.
to Mt. Vernon

(Full Legal Description on, page 2)

Assessor's Tax Parcel ID#: 3763-020-020-0005 / P54598

Contract Number: 21-94120-015

THIS FIRST AMENDED AND RESTATED DEED OF TRUST (the "First Amended Deed of Trust") is made this 11 day of September 2025, between Skagit Valley Family YMCA, a Washington nonprofit corporation, whose mailing address is 1901 Hoag Road, Mount Vernon, Washington 98273, as Grantor ("Grantor"); Land Title and Escrow of Skagit County, whose mailing address is 111 East George Hopper, Burlington, Washington 98233 as Trustee ("Trustee"); and the Washington State Department of Commerce, or its successor agency, as Beneficiary ("Beneficiary"), whose mailing address is 1011 Plum Street SE, P.O. Box 42525, Olympia, Washington 98504-2525.

This First Amended Deed of Trust modifies that certain Deed of Trust recorded under Skagit County Auditor's Recording Number 202409050036 (the "Deed of Trust") securing payment in the amount of Two Million Six Hundred Fourteen Thousand One Hundred Fifty and 00/100 Dollars (\$2,614,150.00) payable by the Grantor to the Beneficiary pursuant to Housing Trust Fund Contract Number 21-94120-015.

WHEREAS, the Beneficiary has made an additional advance of Three Hundred Eighty-Eight Thousand 00/100 Dollars (\$388,000.00) to the Grantor, as evidenced by a First Amended and Restated Promissory Note (the "First Amended Note") of even date herewith.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Deed of Trust is amended as follows:

1. Grant. Grantor hereby bargains, sells and conveys to Trustee in Trust for the benefit of Beneficiary, with power of sale the real property located in Skagit County, Washington described as:

THE NORTH ½ OF LOT 16, EXCEPT THE SOUTH 2 FEET THEREOF, AND ALL OF LOTS 17,18,19 AND 20, BLOCK 20, "VERNON HEIGHTS ADDITION TO MT. VERNON, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 10, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Situate in the County of Skagit, State of Washington.

(the "Property"),

together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents issues and profits thereof. Said Property is not used principally for agricultural or farming purposes.

2. Obligations Secured. This First Amended Deed of Trust is given for the purpose of securing the following:

- (a) Payment in the amount of Three Million Two Thousand One Hundred Fifty and 00/100 Dollars (\$3,002,150.00) with interest thereon according to the terms of a First Amended and Restated Promissory Note (the "First Amended Note") of even date herewith, payable by the Grantor to the Beneficiary, including all renewals, modifications, and extensions thereof,
- (b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, with interest as agreed, and
- (c) Performance of each agreement, term and condition set forth in this First Amended Deed of Trust and in Housing Trust Fund Contract Number 21-94120-015 between Skagit Valley Family YMCA and Beneficiary, their successors or assigns, as now or hereafter amended (the "Contract").

3. Protection of Security. To protect the security of this First Amended Deed of Trust, Grantor covenants and agrees:

3.1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the Property.

3.2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens, or encumbrances impairing the security of this First Amended Deed of Trust.

3.3. To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the Property. Except as otherwise provided herein and in the Contract, the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this First Amended Deed of Trust. In the event of foreclosure, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

3.4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such proceeding, and in any suit brought by Beneficiary to foreclose this First Amended Deed of Trust.

3.5. To pay all costs, fees and expenses in connection with this First Amended Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

3.6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid shall be added to and become a part of the debt secured by this First Amended Deed of Trust. The payment of such sums by Beneficiary and addition of the amount thereof to the principal balance secured hereby shall not constitute a waiver of the default.

4. General Conditions. The parties hereto agree that:

4.1. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Grantor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan or recoverable grant in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan or recoverable grant, or if such proceeds are insufficient to provide adequate security or to keep the loan or recoverable grant in balance, then Grantor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under the Contract, the First Amended Note, this First Amended Deed of Trust, or the Covenant. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then such insurance and/or condemnation proceeds may be used for partial rebuilding and partial repayment of the loan or recoverable grant in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan or recoverable grant.

4.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

4.3. The Trustee shall reconvey all or any part of the Property covered by this First Amended Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4.4. Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington ("Deeds of Trust Act") and upon default by Grantor without timely cure and after written notice of thirty (30) days in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable. In such event and upon written notice of Beneficiary, the property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this First Amended Deed of Trust; (3) the surplus, if any, shall be distributed to the person or persons entitled thereto.

4.5. A Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of the execution of this First Amended Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this First Amended Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser for value.

4.6. The power of sale conferred by this First Amended Deed of Trust and by the Deeds of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this First Amended Deed of Trust to be foreclosed as a mortgage.

4.7. Beneficiary may at any time appoint or discharge the Trustee.

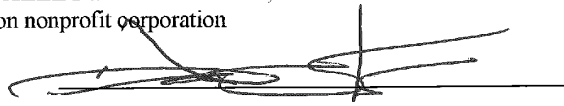
4.8. This First Amended Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

5. Acceleration. Except as otherwise provided for in the Contract, if without Beneficiary's prior written consent, all or any part of the Property or any interest in it is sold, conveyed, transferred, encumbered, or the Property is not used as required by the Low Income Housing Covenant Agreement between Beneficiary and Grantor, Beneficiary may, at its option, require immediate payment in full of all sums secured by this First Amended Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this First Amended Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this First Amended Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this First Amended Deed of Trust without further notice or demand on Grantor.

[SIGNATURE AND NOTARY BLOCKS FOLLOW]

WITNESS the hand and seal of the Grantor on the day and year first written above.

SKAGIT VALLEY FAMILY YMCA,
a Washington nonprofit corporation

By: 

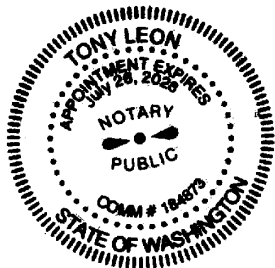
Printed Name: Dean Snider

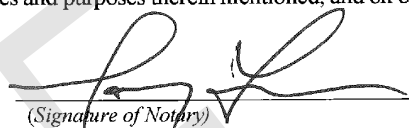
Title: Chief Executive Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 11th day of Sept, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dean Snider, to me personally known (or proved to me on the basis of satisfactory evidence) to be the Chief Executive Officer of Skagit Valley Family YMCA, a Washington nonprofit corporation, and acknowledged said instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

(Seal or Stamp)




(Signature of Notary)

Tony Leon
(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington

My Commission Expires: 07/26/2026