

Skamania County, WA

Total: \$305.50 Pgs=3

MODAG

Request of: FIRST-CITIZENS BANK & TRUST COMPANY

eRecorded by: Simplifile

2024-001095

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PREPARED BY AND RECORDING REQUESTED BY AND MAIL TO:

First-Citizens Bank & Trust Company
75 N. Fair Oaks Avenue
CASPAA2-SVB-06 – Attn: Susan Tackitt
Pasadena, CA 91103

ASSIGNMENT OF FIRST MODIFICATION TO DEED OF TRUST

Dated as of August 7, 2024.

For the purposes of this Assignment:

1. The “Assignor” is the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF SILICON VALLEY BANK AND AS RECEIVER OF SILICON VALLEY BRIDGE BANK, NA.** As of the effective date of this Assignment, the Assignor is the secured creditor under the Deed of Trust and the Related Security Instruments identified below and the owner and holder of the promissory note(s) and/or other obligations secured thereby. The mailing address of the Assignor is 3003 Tasman Drive, Santa Clara, CA 95054.

2. The “Assignee” is **FIRST-CITIZENS BANK & TRUST COMPANY.** The mailing address of the Assignee is Mail Code FCC22, 4300 Six Forks Road, Raleigh, NC 27609

3. The “Deed of Trust” refers to the following **FIRST MODIFICATION TO DEED OF TRUST:**

Date of Deed of Trust: May 24, 2024

Grantor(s): Celilo Vineyard L.L.C.

Grantee(s): Silicon Valley Bank

Recording Information: Recorded on May 28, 2024 as Instrument Number or in Book Number, as applicable, 2024-000629 in the Official Records of Skamania County, State of Washington

Abbreviated Legal Description: PTN of SECS 19 & 21 T3N R10EWM

Tax Parcel No.: 03 10 19 0 0 0701 00; 03 10 19 0 0 0701 03; 03 10 21 1 0 1200 00; 03 10 21 1 0 1300 00; 03 10 21 2 0 0700 00; 03 10 21 3 0 0101 00; 03 10 21 2 0 0800 00; 03 10 21 3 0 0200 00; 03 10 21 3 0 0200 03; 03 10 21 1 0 1100 00

4. The “Related Security Instruments” are all of those other instruments (if any) given to secure or guarantee repayment of the promissory note(s) and/or other obligations secured by the Deed of Trust, including, but not limited to, security agreements, pledges, assignments, guaranty agreements, negative pledge agreements, financing statements, control agreements, agreements relating to hazardous substances, and indemnity agreements.

As used herein, the terms “**Deed of Trust**” and “**Related Security Instruments**” include (i) all extensions, renewals, modifications, amendments, restatements, consolidations, and/or increases thereof, (ii) all changes in terms relating thereto, and (iii) all instruments and other documents given in replacement of, in substitution for, or to correct the Deed of Trust or any of the Related Security Instruments.

Background and Explanatory Note: Silicon Valley Bank was originally founded in 1983, headquartered in Santa Clara, California. On March 10, 2023, Silicon Valley Bank was closed by the California Department of Financial Protection and Innovation (“DFPI”), its regulator, and the DFPI appointed the Federal Deposit Insurance Corporation (“FDIC”) as receiver of Silicon Valley Bank. In accordance with 12 U.S.C. §1821(n), FDIC organized Silicon Valley Bridge Bank, National Association (“Bridge Bank”), which is chartered by the Office of the Comptroller of the Currency as a national bank. FDIC, as Receiver for Silicon Valley Bank, transferred the assets of Silicon Valley Bank to the Bridge Bank in a Transfer Agreement dated March 13, 2023. Pursuant to Purchase and Assumption Agreement between FDIC as Receiver of the Bridge Bank and First-Citizens Bank & Trust Company dated March 27, 2023, First-Citizens Bank & Trust Company acquired assets from the Bridge Bank, including the instrument or Deed of Trust referenced herein, and the Related Security Instruments.

For value received, Assignor hereby grants, sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, all of Assignor’s right, title and interest, both legal and equitable, in, to and under (i) the Deed of Trust, together with the real property described therein and all rights accrued or to accrue thereunder; (ii) the Related Security Instruments; and (iii) all promissory notes and/or other obligations secured thereby, together with all amounts due and to become due thereon, including interest.

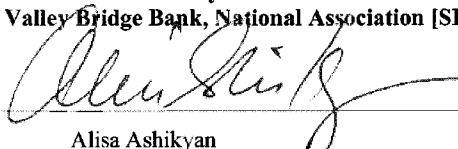
TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the Deed of Trust and the Related Security Instruments. Assignor further authorizes and empowers Assignee, its successors and assigns, to exercise all rights, powers and privileges conferred upon Assignor by the Deed of Trust and the Related Security Instruments, including, but not limited to, the rights and privileges of a secured party and the right of foreclosure and sale, in as full and ample a manner as Assignor is authorized and empowered to exercise the same.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Federal Deposit Insurance Corporation as Receiver of Silicon Valley Bank and as Receiver of Silicon Valley Bridge Bank, National Association has caused this Assignment to be signed in its name by its duly authorized Attorney-In -Fact, all as of the effective date of this Assignment.

FEDERAL DEPOSIT INSURANCE CORPORATION
As Receiver of Silicon Valley Bank and As Receiver of
Silicon Valley Bridge Bank, National Association [SEAL]

By:  [SEAL]

Name: Alisa Ashikyan

Title: Attorney-In-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On August 7, 2024 before me, Marlo Schofield, a Notary Public, personally appeared, Alisa Ashikyan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

