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Southwest Financial Services, LTD.
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DF498176



201109280050
Skagit County Auditor

9/28/2011 Page 1 of 8 11:36AM

After Recording Return To:

KeyBank National Association
Southwest Financial Services, LTD
P. O. Box 16430
Boise, ID 83715

[Space Above This Line For Recording Data] 20026301

MODIFICATION AGREEMENT

DOT #200507150120

DEFINITIONS

"Borrower" is

JOSEPH A. MCKENNA SMITH
KATHERINE E. MCKENNA SMITH

The Borrower's address is 3818 CARPENTER ST
MOUNT VERNON, WA 98274

"Grantor" is:

JOSEPH A. MCKENNA SMITH, MARRIED
HTTA JOSEPH A. MCKENNA-SMITH
KATHERINE E. MCKENNA-SMITH, MARRIED

"Grantor" means a mortgagor under the Security Instrument.

"Lender" is KeyBank National Association

4910 Tiedeman Road, Suite B, Brooklyn, OH 44144

Lender is the beneficiary or Grantee under the Security Instrument.

"Property" means the following described Property located at

3818 CARPENTER ST MOUNT VERNON, WA 98274

("Property Address"), which is also located in [include lot, block, plat name, section-township-range, as appropriate]:

the County of SKAGIT, in the State of Washington

LOT 18, PARK RIDGE, DIVISION II, PLAT VOL. 15, PAGES 187-188

and as may be more fully described in Schedule A (see, page 5). The Assessor's Tax Parcel or Account

Number for this property is: P105899

"Modification Agreement" means this document executed by and between the parties below, which amends the Security Instrument and Debt Instrument described below and which is dated 09/12/11.

"Security Instrument" means the Deed of Trust on the Property described below and dated 06/15/05, together with all riders executed and recorded with the Deed of Trust, all of which were recorded on 07/16/05 in Book _____ at Page _____, Instrument 200507150120 in the Auditor's office of SKAGIT County, Washington.

"Debt Instrument" means the promissory note, loan agreement or other credit instrument signed by Borrower and dated the same day as the Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 50,000.00 plus interest.

"Loan Documents" means the Debt Instrument and Security Instrument and any other related documents.

MODIFICATIONS

The Security Instrument and Debt Instrument are modified as follows:

1. TERMS OF REPAYMENT

☐ The maturity date of the Debt Instrument and the Security Instrument is changed to N/A, at which time all amounts due under the Debt Instrument and the Security Instrument shall be paid to the Lender in full. The parties acknowledge and agree that, as of N/A, the unpaid principal balance due under the Debt Instrument was \$ N/A, and the accrued and unpaid interest on that date was \$ N/A. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS

☒ The Debt Instrument and Security Instrument are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of fifty thousand and 00/100 dollars (\$50,000.00) is hereby increased to one hundred thousand and 00/100 dollars (\$100,000.00), an increase of fifty thousand and 00/100 dollars (\$50,000.00).

ADDITIONAL REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Modification Agreement. Borrower and Grantor further represent and warrant that as of the date of this Modification Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which they may assert against Lender.

BY SIGNING BELOW, Borrower, Grantor and Lender accept and agree to the terms and covenants contained in this Modification Agreement.



GRANTOR:

Joseph A. McKenna Smith
JOSEPH A. MCKENNA SMITH

BORROWER:

Joseph A. McKenna Smith
JOSEPH A. MCKENNA SMITH

GRANTOR:

Joseph A. McKenna Smith
H/A JOSEPH A. MCKENNA-SMITH

BORROWER:

Katherine E. McKenna Smith
KATHERINE E. MCKENNA SMITH

GRANTOR:

Katherine E. McKenna Smith
KATHERINE E. MCKENNA-SMITH

BORROWER:

GRANTOR:

BORROWER:

GRANTOR:

BORROWER:

GRANTOR:

BORROWER:

GRANTOR:

BORROWER:

GRANTOR:

BORROWER:

LENDER:

KeyBank National Association

By: Dianna Wynia
Its: _____



STATE OF WASHINGTON

CITY/COUNTY OF Skagit (Skagit)

I certify that I know or have satisfactory evidence that Joseph McKenna Smith

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/12/2011

Sandraj Carney
Notary Public

Title

My Appointment expires: 2/3/2012

STATE OF WASHINGTON

CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Katherine E McKenna-Smith

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/12/2011

Sandraj Carney
Notary Public

Title

My Appointment expires: 2/3/2012

STATE OF WASHINGTON

CITY/COUNTY OF _____

I certify that I know or have satisfactory evidence that _____

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

(Seal or Stamp)

Title

My Appointment expires: _____

STATE OF WASHINGTON

CITY/COUNTY OF _____

I certify that I know or have satisfactory evidence that _____

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

(Seal or Stamp)

Title

My Appointment expires: _____

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Joseph A McKenna Smith is the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED:

9/12/2011

Name

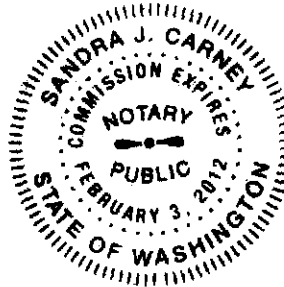
Sandra J Carney

NOTARY PUBLIC in and for the State

Residing at Burlington

My appointment expires:

2-3-2012



201109280050

Skagit County Auditor

STATE OF WASHINGTON

SS.

COUNTY OF *SKAGIT*

I certify that I know or have satisfactory evidence that *Katherine E. McKenna-Smith* is the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED:

9/12/2011

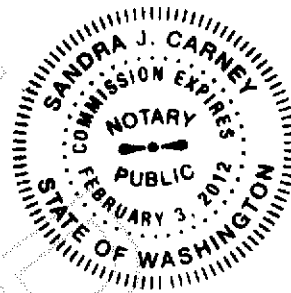
Name

Sandra J. Carney

NOTARY PUBLIC in and for the State

Residing at *Burlington*

My appointment expires: *2/3/2012*



201109280050
Skagit County Auditor

STATE OF IDAHO

COUNTY OF Ada

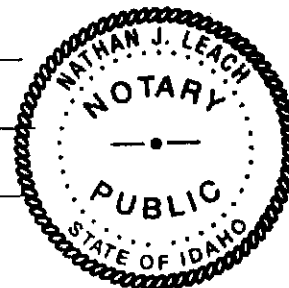
On this 19th day of Sept., in the year of 2011, before me
Nathan Leach, a notary public,
personally appeared Dianna Wynia

known or identified to me to be the person whose name is/are subscribed to the within instrument,
and acknowledged to me that he executed the same.

Notary Public: Nathan J. Leach

Residing at: Key Loan Center

My Commission Expires: 12-27-2016



201109280050

Skagit County Auditor

Schedule A

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. LOT 18, 'PARK RIDGE, DIVISION II,' AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 187 AND 188, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 200307150192, OF THE SKAGIT COUNTY, WASHINGTON RECORDS. ABBREVIATED LEGAL: LOT 18, PARK RIDGE, DIVISION II, PLAT VOL. 15, PAGES 187-188

Schedule B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

Reference Number: 112381309390C

KeyBank WA LOC Security Instrument (3/23/11)
HC# 4819-8817-1268v7



201109280050
Skagit County Auditor