



201206280045
Skagit County Auditor

6/28/2012 Page

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7 11:12AM

After Recording Return To:

KeyBank National Association
Old Republic Title Residential Information Services
530 South Main Street, Suite 1031
Akron, OH 44311-4423

LAND TITLE OF SKAGIT COUNTY

142512-0

201205140113

12080107

[Space Above This Line For Recording Data]

MODIFICATION AGREEMENT

DEFINITIONS

"Borrower" is

DALE H. HAYTON

The Borrower's address is 15521 SUMMERS DR
MOUNT VERNON, WA 98273

"Grantor" is:

DALE HAYTON, MARRIED
HTTA DALE HOWARD HAYTON
ALLISON L. HAYTON, 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

15521 SUMMERS DR MOUNT VERNON, WA 98273

("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

PTN W 1/2 OF GOV. LOT 3, 10-33-3 E W.M.

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: 330310-0-050-0005

"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 06/05/12.

"Security Instrument" means the Deed of Trust on the Property described below and dated 04/30/12, together with all riders executed and recorded with the Deed of Trust, all of which were recorded on 05/14/12 in Book _____ at Page _____, Instrument 201205140113 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. \$ 308,000.00 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 three hundred eight thousand and 00/100 dollars (\$308,000.00) is hereby increased to three hundred forty eight thousand five hundred and 00/100 dollars (\$348,500.00), an increase of forty thousand five hundred and 00/100 dollars (\$40,500.00).

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:

DALE HAYTON

GRANTOR:

HTTA DALE HOWARD HAYTON

GRANTOR:

ALLISON L. HAYTON

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

LENDER:

KeyBank National Association

By:

Its:

BORROWER:

DALE H. HAYTON

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

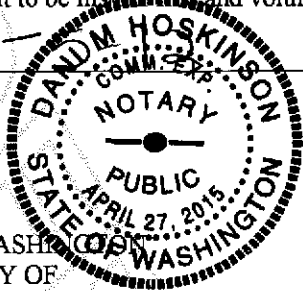
BORROWER:



STATE OF WASHINGTON
CITY/COUNTY OF

I certify that I know or have satisfactory evidence that Dale H. Hayton
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: 6-5-12



Notary Public

Branch Manager

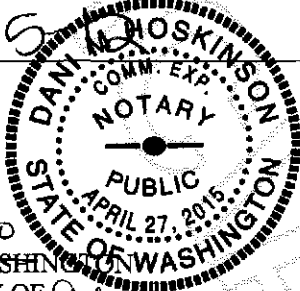
Title

My Appointment expires: April 27th 2015

STATE OF WASHINGTON
CITY/COUNTY OF

I certify that I know or have satisfactory evidence that Alison Hayton
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: 6-5-12



Notary Public

Branch Manager

Title

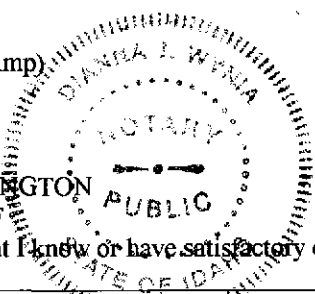
My Appointment expires: April 27th 2015

STATE OF WASHINGTON
CITY/COUNTY OF Idaho

I certify that I know or have satisfactory evidence that Marie Golden
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
AGENT of First KEY BANK to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

Dated: June 7, 2012

(Seal or Stamp)



Notary Public

notary

Title

My Appointment expires: 8-24-2012

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: _____

(Seal or Stamp)

Notary Public

Title

My Appointment expires: _____

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



Schedule A

See Addendum A

Schedule B

Reference Number: 121361428160C

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

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Schedule A

See Addendum A

Schedule B

Reference Number: 121361428160C

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



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Skagit County Auditor

Addendum A

Property Address:

15521 SUMMERS DR
MOUNT VERNON, WA 98273

Borrower(s):

DALE HAYTON
HTTA DALE HOWARD HAYTON
ALLISON L. HAYTON

Customer Number:

121361428160C

Legal Description of Property

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF BEAVER MARSH COUNTY ROAD (AKA SUMMERS DRIVE) AND THE WEST LINE OF SAID GOVERNMENT LOT 3;
THENCE NORTH ALONG THE SAID WEST LINE OF GOVERNMENT LOT 3, 170 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 230 FEET; THENCE NORTH 20 FEET;
THENCE WEST 230 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3;
THENCE SOUTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING;
TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF BEAVER MARSH COUNTY ROAD (AKA SUMMERS DRIVE) AND THE WEST LINE OF SAID GOVERNMENT LOT 3;
THENCE NORTH ALONG THE SAID WEST LINE OF GOVERNMENT LOT 3 A DISTANCE OF 170 FEET; THENCE EAST 240 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 3 TO THE NORTHERLY BANK OF THE SKAGIT RIVER;
THENCE WESTERLY ALONG THE SAID NORTHERLY BANK OF THE SKAGIT RIVER TO THE WEST LINE OF SAID GOVERNMENT LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 TO THE POINT OF BEGINNING;
EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF BEAVER MARSH COUNTY ROAD (AKA SUMMERS DRIVE) AND THE WEST LINE OF SAID GOVERNMENT LOT 3;
THENCE NORTH ALONG THE SAID WEST LINE OF GOVERNMENT LOT 3, 170 FEET;
THENCE EAST 230 FEET TO THE TRUE POINT OF BEGINNING OF THIS 'EXCEPTION';
THENCE CONTINUING EAST 10 FEET;
THENCE SOUTH ALONG A LINE PARALLEL TO THE SAID WEST LINE OF GOVERNMENT LOT 3 TO THE NORTH LINE OF BEAVER MARSH COUNTY ROAD (AKA SUMMERS DRIVE);
THENCE WEST ALONG THE NORTH LINE OF SAID COUNTY ROAD A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT SOUTH OF THE TRUE POINT OF BEGINNING OF THIS 'EXCEPTION'; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 3 TO THE TRUE POINT OF BEGINNING OF THIS 'EXCEPTION'; AND EXCEPT FROM ALL OF THE ABOVE BEAVER MARSH COUNTY ROAD (AKA SUMMERS DRIVE);
AND ALSO EXCEPT FROM ALL OF THE ABOVE THE RIGHT-OF-WAY FOR DIKE DISTRICT NO. 1, AS CONDEMNED BY SKAGIT COUNTY SUPERIOR COURT CAUSE NO, 3049;
AND ALSO EXCEPT FROM ALL OF THE ABOVE ALL DITCH RIGHTS-OF-WAY; SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

