

AFTER RECORDING RETURN TO:  
Columbia State Bank  
2228 South 78th Street, MS 6100  
Tacoma, WA 98409



201311180115

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\$77.00  
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ACCOMMODATION RECORDING  
LAND TITLE OF SKAGIT COUNTY

128224-05

(Space Above This Line For Recording Data)

LOAN NUMBER: 1308005111

## MODIFICATION AGREEMENT - DEED OF TRUST

**THIS MODIFICATION AGREEMENT ("Agreement")** is made this 31st day of October, 2013, between **M/T Enterprises**, a Washington General Partnership, whose address is 810 Sapp Rd, Sedro Woolley, Washington 98284 ("Grantor"), and **Columbia State Bank - Mount Vernon Office** whose address is 1725 E College Way, Mount Vernon, Washington 98273 ("Lender").

**Columbia State Bank - Mount Vernon Office** and Grantor entered into a Deed of Trust dated January 4, 2008 and recorded on January 8, 2008, filed for record in records of County of Skagit, State of Washington, with recorder's entry number 200801080062 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 19815 Apostolic Way, Burlington, Washington 98233

Legal Description: See Exhibit 'A' attached hereto and by this reference made a part thereof for full legal description.

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- The definition of the word Note is changed to read as follows: The word "Note" means the Note dated October 31, 2013, in the original principal amount of \$142,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing's of, and substitutions for the Note..

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

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Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

M/T Enterprises

Robert H. Mason 11-7-13

By: Robert Mason  
Its: Partner

Date

Joseph Toussint III 11-14-13

By: Joseph Toussint III  
Its: Partner

Date

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**BUSINESS ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
COUNTY OF Skagit )

On this the November 7, 2013, before me, Silvia Navarro, a \_\_\_\_\_, personally appeared **Robert Mason, Partner** on behalf of **M/T Enterprises**, a Washington General Partnership, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the General Partnership by himself/herself as **Partner of M/T Enterprises**, and that the foregoing instrument is the voluntary act and deed of the General Partnership. In witness whereof, I hereunto set my hand and, if applicable, official seal.

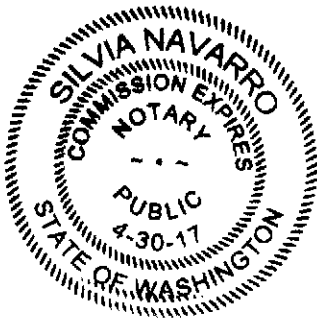
My commission expires: 4/30/17

Skagit, in and for the state of  
Washington, residing at

Silvia Navarro

Identification Number \_\_\_\_\_

(Official Seal)



Initials RC



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BUSINESS ACKNOWLEDGMENT

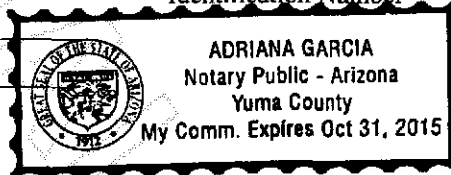
STATE OF Arizona )  
~~WASHINGTON~~ )  
COUNTY OF Yuma )

On this the 14th of NOV 2013, before me, Adriana Garcia, a \_\_\_\_\_, personally appeared **Joseph Toussint III, Partner** on behalf of **M/T Enterprises**, a Washington General Partnership, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the General Partnership by himself/herself as **Partner of M/T Enterprises**, and that the foregoing instrument is the voluntary act and deed of the General Partnership. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: Oct 31 2015

\_\_\_\_\_, in and for the state of  
~~Washington~~, residing at Yuma  
Arizona

Identification Number \_\_\_\_\_



(Official Seal)

LENDER: Columbia State Bank - Mount Vernon Office

[Signature] 11/8/13  
By: Jan Crawford Date  
Its: Officer

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**BUSINESS ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

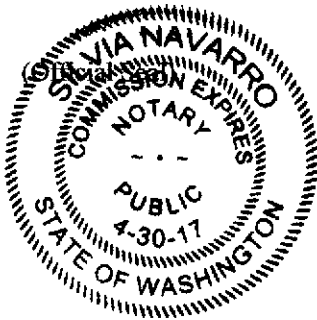
On this the 31st day of October, 2013, before me, Silvia Navarro a \_\_\_\_\_, personally appeared \_\_\_\_\_ on behalf of **Columbia State Bank - Mount Vernon Office**, a(n) **Commercial Bank**, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Tom Crawford of **Columbia State Bank - Mount Vernon Office**, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and, if applicable, official seal

My commission expires: 4/30/17

\_\_\_\_\_, in and for the state of  
Washington, residing at Skagit

Silvia Navarro  
Skagit County, WA  
Identification Number \_\_\_\_\_



THIS INSTRUMENT PREPARED BY:  
**Columbia State Bank**  
2228 South 78th Street, MS 6100  
Tacoma, WA 98409

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Modification Agreement - Real Estate Security Instrument DL6016

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**DESCRIPTION:**

The West 234.55 feet of the East ½ of the West ½ of the South ½ of Tract 12, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities over and across the North 15 feet of Lot 1, Block 138, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, EXCEPT the East 88.5 feet thereof.

Situate in the County of Skagit, State of Washington.



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