



201410200033

Skagit County Auditor \$73.00
10/20/2014 Page 1 of 2 8:39AM

WHEN RECORDED RETURN TO:
North Coast Credit Union
1100 Dupont St.
Bellingham, WA 98225

MODIFICATION AGREEMENT #750174631

Grantor(s): **CRAIG JONES AND JUNE HUCKE (AKA JONES)**

Grantee: **NORTH COAST CREDIT UNION**

Legal Description: THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN; TOGETHER WITH A STRIP OF LAND BEING THE NORTH 30 FEET OF THE EAST 145 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 3 EAST OF WILLAMETTE MERIDIAN;
AND THE EAST 300 FEET OF GOVERNMENT LOT 3,
EXCEPT THAT PORTION CONVEYED TO BELLINGHAM AND SKAGIT RAILWAY COMPANY BY DEED RECORDED DECEMBER 8, 1911, IN VOLUME 87 OF DEEDS, PAGE 482; AND EXCEPT ROAD, DITCH AND DIKE RIGHTS OF WAY AND THOSE PORTIONS CONVEYED TO DRAINAGE DISTRICT NO. 18 BY DEED RECORDED SEPTEMBER 24, 1936 IN VOLUME 170 OF DEEDS, PAGE 278 AND BY DEEDS RECORDED APRIL 17, 1946, UNDER AUDITOR'S FILE NOS. 390770 AND 290771, RECORDS OF SKAGIT COUNTY WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

Assessors Property Tax Parcel or Account No: P48460 #360328 1003 0008

On or about **March 31, 2010**, Grantor(s) executed and delivered to North Coast Credit Union, as Beneficiary, a Deed of Trust encumbering the real property described above.

This Deed of Trust was recorded on **April 6, 2010**, at **Mt. Vernon, WASHINGTON** in the records of Skagit County (Auditor's file number 201004060034). The Deed of Trust secures a promissory note or loan agreement ("Loan Agreement") in the original amount of **\$320,000.00**. The current principal balance owing on the Loan Agreement is **\$293,262.58**.

MODIFICATION. Grantor(s) and Lender hereby modify the Loan Agreement and Deed of Trust as follows:

- ☐ **Credit Limit Decrease:**
- ☐ **Interest Rate:**
- ☒ **Payment Schedule:** 360 monthly P & I payments of \$1,316.89 plus escrows of \$486.58 for a total of \$1,803.47 beginning November 1, 2014
- ☒ **Extension:** New maturity date is October 1, 2044.

- ☐ **Assumption:** The following person(s) or entity(s), referred to below as the "Assuming Party," has assumed and is now liable for the indebtedness and obligations of Trustor under the Deed of Trust.
- ☒ **Other:** All other terms and conditions to remain the same
- ☐ **Fee:** Borrower agrees to pay Credit Union a fee of \$ (for recording and title and other fees) in exchange for this modification. Borrower hereby authorizes Credit Union to deduct the fee from Borrower(s) share account with Credit Union, unless Borrower pays the fee separately to Credit Union upon signing this Modification Agreement.

CONTINUING VALIDITY. Except as previously modified above, the terms of the original Deed of Trust and Loan Agreement shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust and the Loan Agreement as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Loan Agreement. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers, and endorser to the Loan Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

FORBEARANCE/ NO WAIVER OF DEFAULT. The parties agree that this Modification Agreement is made following a default in performance by Borrower, on (date) (the Default) and that the execution of this Forbearance Agreement does not constitute a cure of the Default, but is a conditional forbearance whereby Lender agrees not to pursue its remedies based on the Default so long as the terms of the Modification are fulfilled. Upon the breach by Borrower of any term or provision of this Modification Agreement, this Agreement will be immediately terminated, and Lender will be free to pursue its remedies under the Loan Documents based upon the Default.

DATED this 14th of October 2014

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND GRANTOR AGREES TO ITS TERMS.

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.

GRANTORS:

Craig + June Jones

June Jones

STATE OF WASHINGTON)

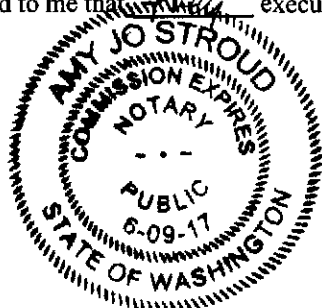
County of Whatcom

GRANTEE: NORTH COAST CREDIT UNION

By: Julian Bawn

Title: Loan Servicing Manager

On this 14th day of Oct, 2014, before me, a Notary Public in and for said state, personally appeared Craig + June Jones known to me to be the person who executed the Modification Agreement and acknowledged to me that they executed the same for the purposes therein stated.



Amy Jo Stroud
Notary Public for State of Washington
My Commission Expires: 6-9-17



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