



201506180054

Skagit County Auditor

\$76.00

6/18/2015 Page

1 of

5 3:04PM

**RETURN ADDRESS:**

BANK OF THE PACIFIC  
HANNEGAN BRANCH  
4124 HANNEGAN RD  
BELLINGHAM, WA  
98226

**MODIFICATION OF MORTGAGE**

Reference # (if applicable) 140069-OE

201306070096

Additional on page \_\_\_\_

Grantor(s):

1. WESEN LAND, LLC
2. WESEN, LYLE R.
3. WESEN, MERRI LOU

Grantee(s)

1. BANK OF THE PACIFIC

Legal Description: Ptn SE 1/4, 2-35-3 E W.M. & Ptn NE 1/4, SE 1/4, & NW 1/4, 11-35-3 E W.M.

Additional on page \_\_\_\_

Assessor's Tax Parcel ID#: P33714, P34080, P34090, P34110, P113105, P48461 AND P128003

\*000000000110350611074006182015\*

THIS MODIFICATION OF MORTGAGE dated June 18, 2015, is made and executed between WESEN LAND, LLC, LYLE R. WESEN and MERRI LOU WESEN; A Washington Corporation (referred to below as "Grantor") and BANK OF THE PACIFIC, a Washington banking corporation and Pacific ("Bank") Coast Bankers' Bank d/b/a Borrower's Loan Protection, a California banking corporation ("PCBB") (collectively, Bank and PCBB are referred to herein as "Mortgagee" and sometimes as "Lender");

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 3, 2013 (the "Mortgage") which has been recorded in SKAGIT County, State of Washington, as follows:

Mortgage recorded June 7, 2013, in the original dollar amount of \$625,000.00 with auditors recording number of 201306070096.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SKAGIT County, State of Washington:

See A-1, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as FARMLAND LOCATED AT CHUCKANUT DRIVE & WORLINE ROAD, BOW, WA 98232. The Real Property tax identification number is P33714, P34080, P34090, P34110, P113105, P48461 AND P128003.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

Extending Maturity from June 1, 2023 to June 1, 2030. Adding Pacific Coast Bankers' Bank d/b/a Borrower's Loan Protection, a California banking corporation as additional Beneficiary. Interest rate to remain at a Variable Rate, interest rate index is changing from FHLB 5yr to a Libor monthly index. Adding (Interest Rate Swap Endorsement = Direct Obligation) Endorsement 29-06.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, 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 Mortgage 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.

**ADDITIONAL PROVISION.** This Mortgage and the grants, assignments and transfers made herein are also given for the purpose of securing the payment of all indebtedness, liabilities and obligations of Mortgagor to Pacific Coast Bankers' Bank ("PCBB") under that certain Rate Protection Agreement dated on or about June 18, 2015 by and between the mortgagor / grantor hereunder (the "Mortgagor / Grantor") and PCBB and any and all amendments, modifications, extensions, renewals or restatements thereof (the "Prepayment Agreement"). PCBB is a joint beneficiary and secured party for all purposes under this Mortgage. PCBB, the other beneficiary under this Mortgage ("Lender"), and the Mortgagor / Grantor agree and acknowledge that the exercise of the secured parties' and beneficiaries' rights under this Mortgage will be done solely by Lender until such time that PCBB certifies in writing to Mortgagor / Grantor and Lender that the conditions set forth in subsection (a) of the "Conditional Power of Attorney" provision in that certain Servicing and Subordination Agreement entered into by and between PCBB and Lender (the "Servicing Agreement") have been satisfied, in which case only PCBB may exercise the rights of the secured parties and beneficiaries under this Mortgage for the benefit of the secured parties and beneficiaries. On and after the date that PCBB has certified in writing to Mortgagor / Grantor and Lender that the Prepayment Agreement has been terminated and that all of the obligations owed to PCBB under the Prepayment Agreement have been satisfied, PCBB will cease to be a secured party and beneficiary under this Mortgage and Lender will be the sole secured party and beneficiary under this Mortgage and will be solely entitled to exercise the rights of the secured party and beneficiary. On and after the date that Lender has certified in writing to Mortgagor / Grantor and PCBB that all of the obligations owed to Lender that are secured by this Mortgage have been satisfied, Lender will cease to be a secured party and beneficiary under this Mortgage and PCBB will be the sole secured party and beneficiary under this Mortgage and may solely exercise the rights of the secured party and beneficiary.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 18, 2015.**

**GRANTOR:**

**WESEN LAND, LLC**

By: Dean Wesen

**DEAN WESEN, Manager/Member of WESEN LAND, LLC**

X Dean Wesen

**LYLE R. WESEN**

X Merrilou Wesen

**MERRI LOU WESEN**

**LENDER:**

**BANK OF THE PACIFIC**

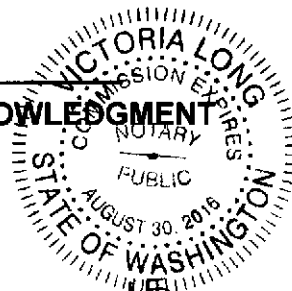
X [Signature]  
Authorized Signer

**CORPORATE ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF Skagit

On this 18th day of June, 2015, before me, the undersigned Notary Public, personally appeared **DEAN WESEN, Manager/Member of WESEN LAND, LLC**, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its



Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Victoria Long

Residing Skagit at

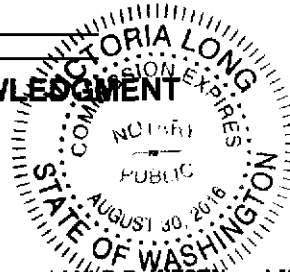
Notary Public in and for the State of  
Washington

My commission expires  
8-30-16

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit



On this day before me, the undersigned Notary Public, personally appeared LYLE R. WESEN and MERRI LOU WESEN, A Washington Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of June, 2015.

By Victoria Long

Residing Skagit at

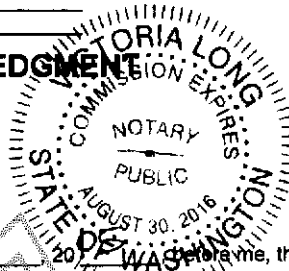
Notary Public in and for the State of  
Washington

My commission expires  
8-30-16

### LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit



On this 18th day of June, 2015, before me, the undersigned Notary Public, personally appeared Scott DeGraw and personally known to me or proved to me on the basis of satisfactory evidence to be the Bank Officer, authorized agent for **BANK OF THE PACIFIC** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANK OF THE PACIFIC**, duly authorized by **BANK OF THE PACIFIC** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **BANK OF THE PACIFIC**.

By Victoria Long

Residing Skagit at

Notary Public in and for the State of  
Washington

My commission expires  
8-30-16

**Schedule "A-1"**

**146069-OE**

**DESCRIPTION:**

**PARCEL "A":**

That portion of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 2, and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 11, all in Township 35 North, Range 3 East, W.M., lying West of the Great Northern Railway Company right of way,

EXCEPTING, however, from said above described tract that portion thereof, if any, lying South of a line that is 315 feet South of and parallel to the North line of said Section 11.

Situate in the County of Skagit, State of Washington.

**PARCEL "B":**

That portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 11, Township 35 North, Range 3 East, W.M., lying East of the County Road, EXCEPT the following described tract:

Skagit County Short Plat No. 34-79 recorded January 25, 1980, under Auditor's File No. 8001250003 and modified by Boundary Line Adjustment recorded February 4, 1999, under Auditor's File No. 9902040039.

ALSO EXCEPT that portion thereof lying Southerly of the first above described excepted tract and lying Westerly of the Easterly line of the Edison Slough which runs in a Southerly direction approximately from the Southeast corner of said first excepted tract to the Southerly line of the main tract above described and lying Northerly of a line that is 20 feet Northerly of and parallel to said Southerly line of main tract above described.

Situate in the County of Skagit, State of Washington.

**PARCEL "C":**

Lot 2 of Skagit County Short Plat No. 97-0005 approved September 8, 1997 and recorded September 23, 1997, under Auditor's File No. 9709230001; being portions of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 11, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

- Continued -

DESCRIPTION CONTINUED:

PARCEL "D":

Lot 2 of Skagit County Short Plat No. 97-0065, approved May 22, 1998 and recorded May 27, 1998, under Auditor's File No. 9805270110, being a portion of the North  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 11, Township 35 North, Range 3 East, W.M.

TOGETHER WITH a 20 foot non-exclusive easement for access and utilities as delineated on the face of said Short Plat; and

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under that portion of the South 20 feet of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 11, lying East of the Worline Road, as established by Easement recorded July 24, 1997, under Auditor's File No. 9707240067.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

Lot 2, Short Plat No. 06-0959, approved January 25, 2010, recorded January 27, 2010, under Auditor's File No. 201001270078, records of Skagit County, Washington; being a portion of Government Lot 3 and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 36 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.