



Skagit County Auditor

1/27/2016 Page

1 of

\$75.00

3 11:24AM

**WHEN RECORDED MAIL TO:**

Wells Fargo Bank, NA  
PO Box 31557  
Billings, MT 59107

**MODIFICATION AGREEMENT PERMITTING TRANSFER OF PROPERTY TO  
REVOCABLE LIVING TRUST**

Account Number: 65009271111XXX SC 112113220

This Agreement is made this 24th day of November, 2015, by and among Michael H Brennen, ([collectively] the "Trustee") under The Michael H Brennen Family Trust Dated March 28, 2011 and Michael H Brennen, a single person, ([collectively] the "Grantor") and Wells Fargo Bank, N.A., a national banking association (the "Bank").

WHEREAS, as the Bank is the holder of a certain promissory note from the Grantor, dated 3/6/2006, payable to the order of the Bank in the principal amount of \$ 39,609.00 (the "Note"); and,

WHEREAS, the Note is secured by the lien of a mortgage or deed of trust dated 3/6/2006, executed and delivered by the Grantor to the Bank, recorded as Document No. 200603090171 in the Skagit County, Washington Recorder's Office (the "Mortgage") covering the property legally described therein (the "Property"); and,

Abbreviated Legal: Lot 41, "Skagit Highlands, Division 1" A PLANNED UNIT DEVELOPMENT  
RECORDED ON AUGUST 16, 2005 UNDER AUDITOR'S FILE NO 200508160182, RECORDS OF  
SKAGIT COUNTY WASHINGTON.

APN: 4867-000-041-0000

WHEREAS, the Grantor has transferred and conveyed to the Trustee all of the Grantor's right, title and interest in and to the Property pursuant to a deed dated 3/28/2011, and recorded in the above referenced office on 4/4/2011, as Document No. 201104040096 (the "Deed"); and,

WHEREAS, the Trustee has agreed to be bound by and to perform certain obligations of the Grantor to the Bank under the Mortgage, which secures the indebtedness evidenced by the Note; and,

WHEREAS, the Bank is willing to allow and acknowledge the transfer of the Property pursuant to the Deed, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Agreement agree as follows:

1. The Trustee hereby agrees to be subject to all of the covenants and agreements in the Mortgage. The Trustee agrees to perform all of the covenants and agreements in the Mortgage (at the time and in the manner provided for herein) that relate to the payment of taxes, maintaining insurance, and other items that relate to the maintenance and preservation of the Property, and the Trustee acknowledges that the lien of the Mortgage secures the indebtedness evidenced by the Note.

2 The Grantor expressly agrees with the Bank that neither the execution of this Agreement nor the transfer of the Grantor's interest in the property described in the Mortgage shall discharge, satisfy or release the liability of the Grantor under the Note or the Mortgage. Grantor remains liable to the Bank for the payment

3 and performance of all obligations arising under the Note and the Mortgage until all indebtedness evidenced thereby is paid in full. Grantor expressly waives all defenses and discharges available to guarantors, sureties, accommodation parties or endorsers, dependent upon Grantor's character as such.

4 In connection with the transfer of the Property by the Grantor to the Trustee, the Bank hereby waives the provision in the Mortgage that prohibits the sale or transfer of the Property (or any interest in the Property). Grantor and Trustee acknowledge, however, that this waiver shall not be construed as a waiver of any other provisions of the Mortgage, nor shall it be construed as a waiver of any future breach of the provision that prohibits the sale or transfer of the Property (or any interest in the Property).

4. The Grantor is the settler and beneficiary of the Trust.

5. The Trustee hereby represents and acknowledges that in exchange for its agreement to the terms hereto and the terms of the Mortgage and Note it has received valuable and sufficient consideration.

6. This Agreement is binding upon and inures to the benefit of the Grantor and Trustee and their respective heirs, legal representatives, successors and assigns and of the Bank and its successors and assigns. Whenever used herein, the singular shall include the plural and the plural shall include the singular, as the context dictates, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

GRANTOR:

Michael H Brennen  
Michael H Brennen

The Michael H Brennen Family Trust Dated March 28, 2011

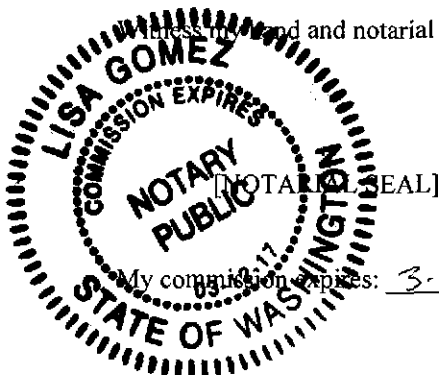
Michael H Brennen  
Michael H Brennen, Trustee

For An Individual Acting In His/Her Own Right:

State of Washington  
County of Snohomish

On this day personally appeared before me **Michael H Brennen** (here insert the name of grantor or grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 28<sup>th</sup> day of November, 20 15.

Witness my hand and notarial seal on this the 28<sup>th</sup> day of November, 2015



Signature

LISA GOMEZ  
Print Name: LISA GOMEZ  
Notary Public

WELLS FARGO BANK, N.A.

By: Barb Berglund  
**Barb Berglund**, Vice President Loan  
Documentation

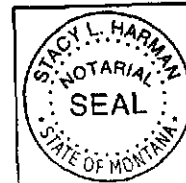
STATE OF MONTANA }  
COUNTY OF YELLOWSTONE }ss.

This foregoing instrument was acknowledged before me,  
the undersigned Notary Public, on 1/6/2016, by **Barb  
Berglund**, Vice President Loan Documentation of **Wells  
Fargo Bank, N.A.**

Stacy L Harman  
**Stacy L Harman**, Notary Public for the State of MT  
Residing at Worden, Montana

My commission expires: 12/17/2016

Prepared by: Wells Fargo Bank, N.A., 2324 Overland Ave, Billings,  
MT 59102



**STACY L. HARMAN**  
NOTARY PUBLIC for the  
State of Montana  
Residing at Worden, Montana  
My Commission Expires  
December 17, 2016