



201612190068

Skagit County Auditor \$79.00  
12/19/2016 Page 1 of 7 11:57AM

Return To:  
Southwest Financial Services, LTD.  
1671 Park Rd. #2  
Ft. Wright, KY 41011-9901 LTD  
DF688019

[Space Above This Line For Recording Data] 24920042\*

**MODIFICATION AGREEMENT**

**DEFINITIONS**

**"Borrower"** is  
RICHARD NOWLAN  
MARILYN FRANCES LYONS

The Borrower's address is 1419 KELLOGG PL  
ANACORTES, WA 98221

**"Grantor"** is:  
RICHARD RAYMOND NOWLAN, MARRIED  
MARILYN FRANCES LYONS, MARRIED

**"Grantor"** means a mortgagor under the Security Instrument.

**"Lender"** or **"Grantee"** 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  
1419 KELLOGG PL ANACORTES, WA 98221  
("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  
LTS 7-10, BLK 107, N. PACIFIC ADD, VOL 2 PG 9; DEED  
201206280110; PARCEL P96269

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: P96269

**"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 10/26/16

**"Security Instrument"** means the Deed of Trust on the Property described below and dated 06/18/16, together with all riders executed and recorded with the Deed of Trust, all of which were recorded on 07/21/16 in Book N/A at Page N/A, Instrument 201607210029 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. \$ 30,000.00 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 thirty thousand and 00/100 dollars (\$30,000.00) is hereby increased to one hundred thousand and 00/100 dollars (\$100,000.00), an increase of seventy thousand and 00/100 dollars (\$70,000.00).

## 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:

Richard Raymond Nowlan  
RICHARD RAYMOND NOWLAN

BORROWER:

Richard Nowlan  
RICHARD NOWLAN

GRANTOR:

Marilyn Frances Lyons  
MARILYN FRANCES LYONS

BORROWER:

Marilyn Frances Lyons  
MARILYN FRANCES LYONS

GRANTOR:

\_\_\_\_\_

BORROWER:

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GRANTOR:

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BORROWER:

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GRANTOR:

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BORROWER:

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GRANTOR:

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BORROWER:

\_\_\_\_\_

LENDER:

KeyBank National Association

By: \_\_\_\_\_

Its: \_\_\_\_\_

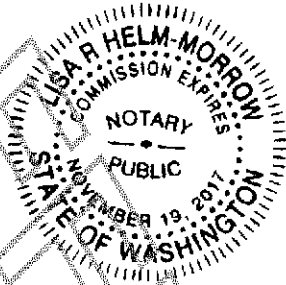
STATE OF WASHINGTON

CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Richard Raymond Newlan, Richard Newlan 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: Oct. 26, 2016

Lisa R. Helm-Morrow  
Notary Public  
Title Notary  
My Appointment expires: Nov. 19, 2017



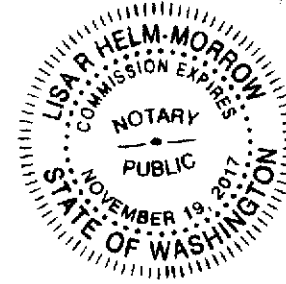
STATE OF WASHINGTON

CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Marilyn Frances Lyons 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: Oct. 26, 2016

Lisa R. Helm-Morrow  
Notary Public  
Title Notary  
My Appointment expires: Nov. 19, 2017



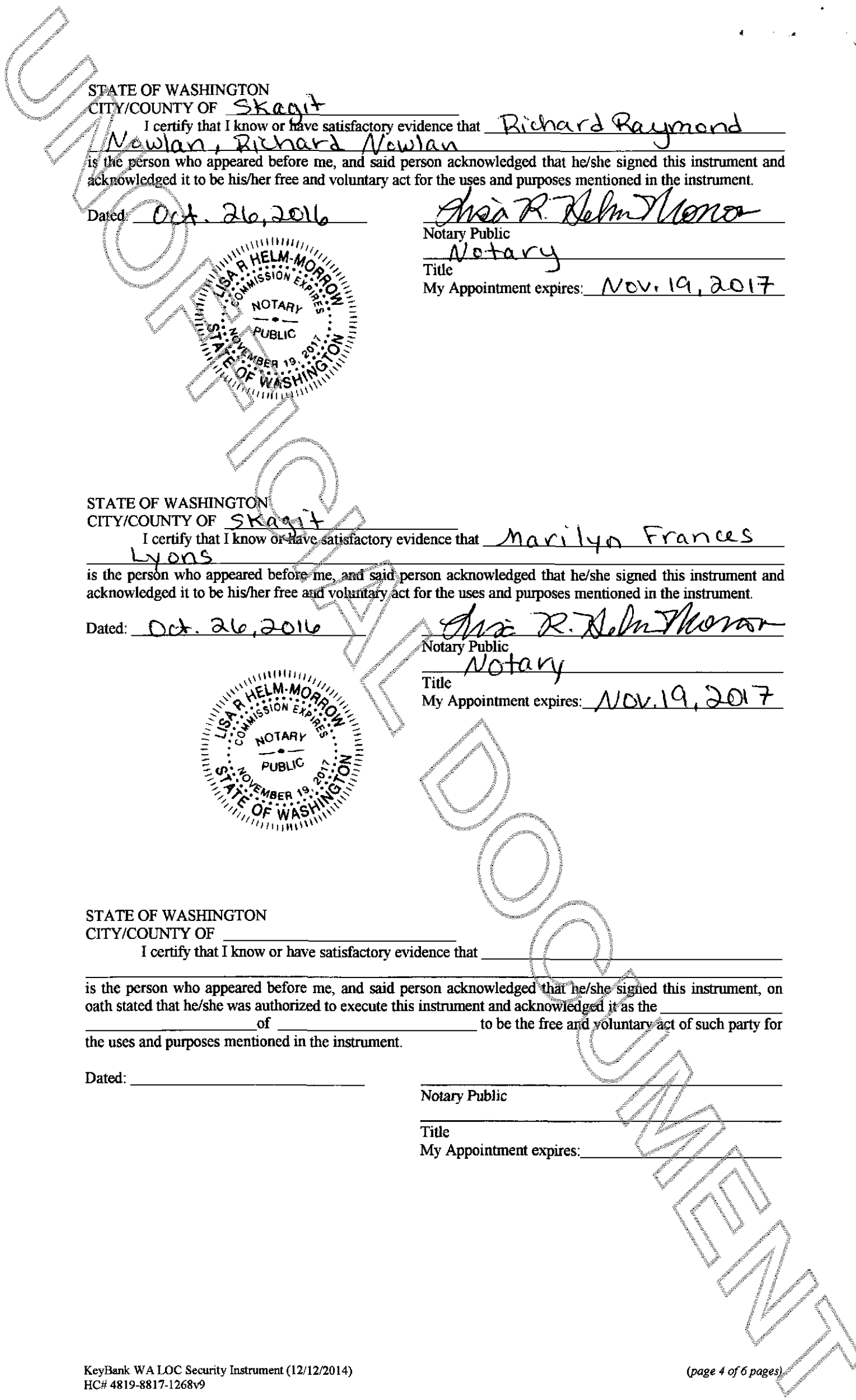
STATE OF WASHINGTON

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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Title \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_



STATE OF Washington

COUNTY OF Skagit

On the 26 day of October in the year 2016, before me, the undersigned, personally appeared Richard Raymond Nowlan, Grantor, Richard Nowlan Grantor, Marilyn Frances Lyons, Grantor, Richard Raymond Nowlan, Richard Nowlan, Marilyn Frances Lyons personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

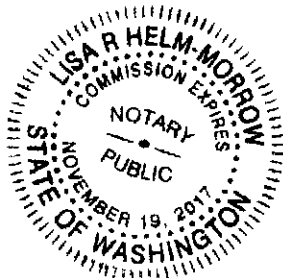
*Lisa R. Helm-Morrow*

Notary Public Signature:

Title: Notary Public

My Commission Expires: Nov. 19, 2017

(SEAL): →



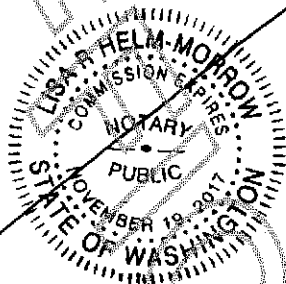
ACAPS#: 162741839420C

STATE OF WASHINGTON  
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Richard Raymond Nowlan,  
Richard Nowlan, Marilyn Frances Lyons  
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: Oct. 26, 2016

Lisa R. Helm-Morrison  
Notary Public  
Notary  
Title  
My Appointment expires: Nov. 19, 2017



**THIS INSTRUMENT PREPARED BY:** KeyBank National Association / Kristy Young

**Schedule A**

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 107, 'NORTHERN PACIFIC ADDITION TO ANACORTES', AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 201206280110, OF THE SKAGIT COUNTY, WASHINGTON RECORDS. ABBREVIATED LEGAL: LTS 7-10, BLK 107, N. PACIFIC ADD, VOL 2 PG 9; DEED 201206280110; PARCEL P96269

**Schedule B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

Reference Number: 162741839420C