



201903010023

03/01/2019 09:31 AM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

After Recording Return To:
Boeing Employees' Credit Union
12770 Gateway Drive
Mail Stop 1052-2
Tukwila, WA 98168
0104071246

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**CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
(Fixed Interest Rate)**

TWO ORIGINAL MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this 1st day of March, 2019, between **Boeing Employees' Credit Union** ("Lender") and **Michael Jackson and Laurie S Walloch** ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing fixed interest rate Note (the "Fixed Rate Note") to Lender dated the 15th day of March, 2018, in the original principal sum of U.S. **\$665,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Fixed Rate Note, as Instrument No. **201803160156** and recorded in the County Recorder's Office of **Skagit County Auditor**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

16116 Tulip Ln
Bow, Washington 98232

the real property described being set forth as follows:

Lot 1, Skagit County Short CARD No. PL09-0344, recorded December 2, 2014 under Auditor's File No. 201412020050, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Parcel No.: P108007, 360326-3-003-1000

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Fixed Rate Note. Borrower and Lender have agreed to modify the terms of the Fixed Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Fixed Rate Note and Security Instrument):

1. Current Loan Balance. As of **March 1, 2019**, the amount payable under the Fixed Rate Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. **\$574,137.85**.

Interest, if any, has been paid through the date of this Agreement.

2. Note Modification. The terms and provisions of the interim construction financing stated in the Fixed Rate Note in Paragraphs 2 and 3, are amended and modified as follows:

- (a) Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of **4.125%**. This interest rate shall apply both before and after any default described in the Fixed Rate Note.

- (b) Payments. Borrower promises to make monthly payments in the amount of U.S. **\$2,822.95**.

Borrower shall pay principal and interest by making a payment every month. Borrower shall make the monthly payment on the **First (1st)** day of each month beginning on **March 1, 2019**. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Fixed Rate Note. The monthly payments shall be applied as stated in the Fixed Rate Note.

If on **April 1, 2048** (the "Maturity Date"), Borrower still owes amounts under the Fixed Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Fixed Rate Note or such other place as Lender may require.

- (c) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and payment in full in the event of a sale or transfer of the property, that are stated in the Fixed Rate Note remain in full force and effect.

- (d) Compliance with Covenants. Borrower shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows; those marked are applicable:
- [](a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$ _____.
- [X](b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. **\$90,862.15**.
- [](c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than _____, ____.
- [X](d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.
- [](e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.
4. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Fixed Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Fixed Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

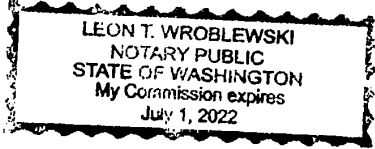
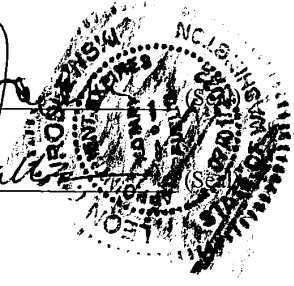
In Witness Whereof, Lender and Borrower have executed this Agreement.

Lender (Seal)

By: *Lorraine Stewart*
Lorraine Stewart
VP of Mortgage Lending

Michael Jackson
Michael Jackson

Laurie S Walloch
Laurie S Walloch



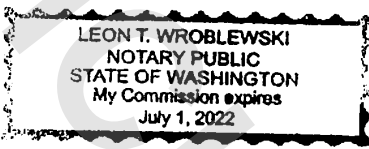
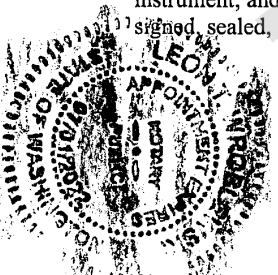
UNOFFICIAL DOCUMENT

[Space Below This Line For Acknowledgements]

STATE OF WASHINGTON
COUNTY OF SKAGIT

SS:

BE IT REMEMBERED THAT, on this 15th day of FEBRUARY, 2019, before me, the subscriber named below, personally appeared **Michael Jackson** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

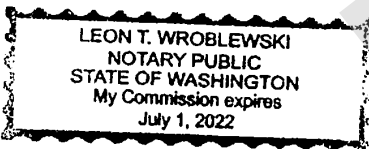
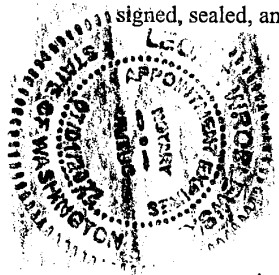


[Signature]
Notary Public

STATE OF WASHINGTON
COUNTY OF SKAGIT

SS:

BE IT REMEMBERED THAT, on this 15th day of FEBRUARY, 2019, before me, the subscriber named below, personally appeared **Laurie S Walloch** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

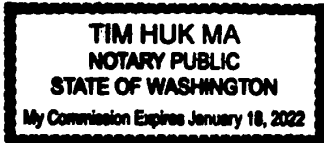


[Signature]
Notary Public

STATE OF WA
COUNTY OF KING

SS:

The foregoing instrument is hereby acknowledged before me this 21st day of February, 2019 by **Lorraine Stewart**, an Authorized Representative of **BECU** on behalf of the corporation, who, I am satisfied, is the person who signed the foregoing instrument; and he/she did acknowledge that he/she signed and delivered the same in his/her capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.



[Signature]
Notary Public