

Filed for Record at the
Request of **BROCK LAW FIRM, P.S.**
Attn: Cindy Thomson
111 South Post Street, Suite 2280
Spokane, Washington 99201


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05/17/2019 10:02 AM Pages: 1 of 8 Fees: \$106.00
Spagit County Auditor

Document Title(s) (or transactions contained therein):

1. MODIFICATION OF DEED OF TRUST

Grantor(s) (Last name first, then first name and initials)

1. LANCE W. CHRISTIANSEN, an unmarried person

Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials)

1. CARL RICHARD RYDER, an unmarried person

Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)

44 X 72 HANGER and a leasehold interest in the following property:
Lot 1, Town of Concrete Binding Site Plan No. C-1-88, AF#8810050086

Additional legal is on page ___ of document.

Reference Number(s) (of Documents assigned or released):

201805150091

Additional numbers on page ___ of document.

Assessor's Property Tax Parcel/Account Number

8023-000-001-0100, P1296818023-000-001-0100, P129681

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page ___ of document.

MODIFICATION OF
NOTE AND DEED OF TRUST AGREEMENT

Grantor:	LANCE W. CHRISTIANSEN, an unmarried person
Grantee:	CARL RICHARD RYDER, an unmarried person
Legal Description:	44 X 72 HANGER and a leasehold interest in the following property Lot 1, Town of Concrete Binding Site Plan No. C-1-88, AF#8810050086
Tax Parcel No(s):	8023-000-001-0100, P129681
Reference No. of Document Amended:	201805150091

THIS MODIFICATION AND EXTENSION AGREEMENT (this "Agreement"), is made and entered into as of the 10 day of May, 2019, by and between CARL RICHARD RYDER, an unmarried person, (hereinafter referred to as the "Lender" or "Ryder") and LANCE W. CHRISTIANSEN, an unmarried person, (the "Borrower" or "Christiansen").

WITNESSETH:

WHEREAS, Borrower entered into a Promissory Note dated the 15th day of May, 2018, in the original principal amount of One Hundred Forty Five Thousand and 00/100th Dollars (\$145,000.00) (the "Note") and Deed of Trust ("Deed of Trust") with Lender on 15th day of May, 2018, (collectively "Loan Documents" or "Loan");

WHEREAS, the Note is secured with a Building, located in Skagit County, Washington, under parcel number; 8023-000-001-0100, P129681, and more particularly described on Exhibit A attached hereto, (the "Property" or "Hanger");

WHEREAS, the Deed of Trust is dated the 15th day of May, 2018, and was recorded on the 15th day of May, 2018, in the Official Records of Skagit County, under Recorder's File No. 201805150091 ("Deed of Trust");

WHEREAS, the Borrower desires to modify the Promissory Note and Deed of Trust and Lender is willing to consent to such modifications, upon the terms and conditions described herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Borrower shall make two (2) payments to Lender as follows:
 - a. One Payment in the amount of Fifty Thousand Dollars and 00/100th Dollars (\$50,000.00) on or before May 15, 2019;
 - b. One Payment in the amount of Twenty Thousand Dollars and 00/100th Dollars (\$20,000.00) on or before November 15, 2019.
2. Borrower shall make Monthly payments of principal and interest on the balance in the amount of \$500.00 starting June 15, 2019, and the fifteenth day of each subsequent month until the unpaid principal balance under the Note (including interest, all fees and costs) owing Lender is due and payable in full on the 15th day of May, 2020 ("Maturity Date").
3. The interest rate charged on the unpaid principal balance shall remain at four percent (4%), commencing as of the 15th day of June, 2019.
4. Upon execution of this Agreement Borrower agrees to pay the following:
 - a. All Costs, Fees, Attorney fees, Closing Fees, Recording Fees, for Agreement and Extension in the amount of One Thousand Dollars and 00/100 (\$1,000.00) directly to Brock Law Firm, PS, 111 S. Post St, Ste 2280, Spokane, WA 99201.
 - b. Escrow Extension fee in the amount of Fifty Dollars and 00/100 (\$50.00) directly to Independent Note and Contract Services, 1204 Cleveland Ave, Mount Vernon, WA 98273.

5. Upon failure of the Borrower to maintain the required hazard or any insurance, the Lender shall obtain and maintain such force placed hazard insurance at the Borrower's cost and expense, which shall be added to the Principal of the Promissory Note.

MISCELLANEOUS TERMS:

A. The Parties acknowledge and understand that this Agreement has been prepared by Corey F. Brock, who is the attorney for Lender.

B. Each Party acknowledges for itself that; (a) it has had full and fair opportunity to consult with and be represented by legal and other counsel of its choice in connection with all matters relating to this Agreement and all contemplated transactions under this Agreement and (b) it has sought and used all such counsel fully to the extent it thought necessary and/or desirable.

C. Borrower acknowledges that the Lender has first lien position on the Property.

D. Nothing herein contained shall be construed as having created a joint venture between the Lender and Borrower, and the relationship between the parties is strictly that of a borrower and lender.

E. The agreed upon Payments by Borrower shall continue to be made payable to: Independent Note and Contract Services, ("INCS") at: 1204 Cleveland Avenue, Mount Vernon, WA 98273, (360-336-5213).

F. Borrower hereby represents and warrants that this Agreement and the Loan Documents constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their terms.

G. Borrower hereby agrees on behalf of itself and its/her successors, assigns and agents to release and forever discharge Lender, his successors, assigns, affiliated companies, officers, directors, agents, attorneys and employees from claims, demands, actions or causes of action that have arisen from the original Loan or by reason(s) of any and all known claims, provided that this release is not intended to preclude any party from bringing an action to enforce the terms of this Agreement.

H. Any modification herein shall in no way affect the security of the Deed of Trust and the other Loan Documents for the payment of the Note. The promissory note described in the Deed of Trust and other Loan Documents as "the note secured thereby" shall hereafter mean the

Note. The Note and the Deed of Trust as modified and amended hereby and other Loan Documents are hereby ratified and confirmed in all respects.

I. Borrower hereby acknowledges that the lien created and evidenced by the Deed of Trust is valid and subsisting and further acknowledges and agrees that there are currently no offsets, claims or defenses to the Note or the Deed of Trust or any other Loan Document.

J. Borrower acknowledges that the execution of this Agreement by Lender is not intended nor shall it be construed as (i) an actual or implied waiver of any subsequent default under any Loan Document or (ii) an actual or implied waiver of any condition or obligation imposed upon Borrower pursuant to any Loan Document, except to the extent expressly set forth herein.

K. This Agreement may be executed in any number of counterparts. All such counterparts shall be construed together and shall constitute one instrument.

L. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

M. Should it be necessary for either party to retain legal counsel to enforce the terms of this Agreement, then the prevailing party therein, in addition to costs allowed by law, shall recover a reasonable sum as attorneys' fees.

N. Venue and jurisdiction for any litigation in regard to this Agreement and the documents executed pursuant hereto shall lie in Skagit County, Washington or pursuant to the Promissory Note. The Lender and Borrower submit to personal jurisdiction of any court in Skagit County, Washington, Federal or Superior.

IN WITNESS WHEREOF, this Agreement is dated the 8 day of May, 2019.

“LENDER”:


Carl Richard Ryder

Exhibit "A"
Legal Description

44 X 72 HANGER and a leasehold interest in the following property:

Lot 1, Town of Concrete Binding Site Plan No. C-1-88, approved September 28, 1988 and September 29, 1988, recorded October 5, 1988, under Skagit County Auditor's File No. 8810050086, and amended by that instrument recorded May 16, 2008, under Skagit County Auditor's File No. 200805160156, being a portion of the Southwest ¼ and a portion of the Southeast ¼ of Section 10, Township 35 North, Range 8 East, W.M.

Situate in the Town of Concrete, County of Skagit, State of Washington

Tax Parcel No(s): 8023-000-001-0100, P129681