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05/15/2020 02:36 PM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor

RETURN ADDRESS:

Banner Bank
Spokane Loan Operations
110 S. Ferrall Street
Spokane, WA 99202

Land Title and Escrow

01-177958-0

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 201510150069

Additional on page ____

Grantor(s):

1. Wheeler, Daniel E and Wheeler, Carol L, Trustees of Wheeler Family Trust dated July 7, 2004
2. Ray, Ronald D

Grantee(s)

1. Banner Bank

Legal Description: Lots 11-13, Ptn Lot 14, Blk 2, Whitney's 1st Add. To Anac.

Additional on page 2

Assessor's Tax Parcel ID#: 3838-002-020-0004 (P60603)

THIS MODIFICATION OF DEED OF TRUST dated May 11, 2020, is made and executed between RONALD D. RAY, as his separate property, as to an undivided 1/2 interest; and in DANIEL E. WHEELER AND CAROL L. WHEELER, TRUSTEES OF THE WHEELER FAMILY TRUST, DATED JULY 7, 2004, AMENDED AND RESTATED FEBRUARY 1, 2008, as to an undivided 1/2 interest ("Grantor") and Banner Bank, whose address is Skagit Commercial Banking Center, 301 E. Fairhaven, Burlington, WA 98233 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 9, 2015 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on October 15, 2015 in Skagit County, State of Washington under Auditor's File No. 201510150069 .

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

Lots 11 through 13, inclusive and the West 5 feet of Lot 14, Block 2, "Whitney's First Addition to the City of Anacortes," as per plat recorded in Volume 2 of Plats, page 32, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

The Real Property or its address is commonly known as 3219 Commercial Ave, Anacortes, WA 98221. The Real Property tax identification number is 3838-002-020-0004 (P60603).

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The definition of "Note" is revised to read as follows: "The word "Note" means the promissory note dated October 9, 2015, in the original principal amount of \$245,000.00 from Grantor to Lender, and its substitution promissory note dated May 11, 2020, in the original principal amount of \$255,000.00 (which includes an additional advance of \$48,143.78) also from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.

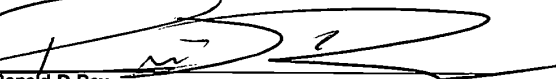
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 11, 2020.

GRANTOR:

x 
Daniel E Wheeler, Trustee of Wheeler Family Trust dated July 7, 2004
under the provisions of a Trust Agreement dated July 7, 2004

x 
Carol L Wheeler, Trustee of Wheeler Family Trust dated July 7, 2004
under the provisions of a Trust Agreement dated July 7, 2004

x 
Ronald D Ray

**MODIFICATION OF DEED OF TRUST
(Continued)**

LENDER:

BANNER BANK

x Steven Pillerney, SVP
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF WA

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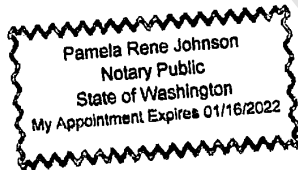
) SS

COUNTY OF Skagit

)

This record was acknowledged before me on May 12th, 20 20 by Daniel E Wheeler, Trustee of Wheeler Family Trust dated July 7, 2004 and Carol L Wheeler, Trustee of Wheeler Family Trust dated July 7, 2004.

Pamela Rene Johnson
(Signature of notary public)



Notary - Banner Bank
(Title of office)

My commission expires:

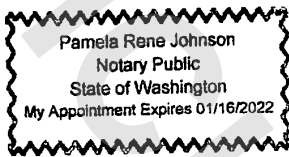
1.16.2022
(date)

**MODIFICATION OF DEED OF TRUST
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF Skagit)

This record was acknowledged before me on May 14th, 20 20 by Ronald D Ray.



Pamela Rene Johnson
(Signature of notary public)

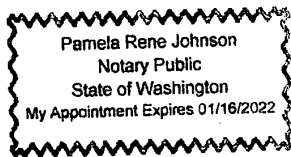
Notary - Banner Bank
(Title of office)

My commission expires:
1.16.2022
(date)

LENDER ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF Skagit)

This record was acknowledged before me on May 14th, 20 20 by Steven P. Henery as SVP of Banner Bank.



Pamela Rene Johnson
(Signature of notary public)

Notary - Banner Bank
(Title of office)

My commission expires:
1.16.2022
(date)

**MODIFICATION OF DEED OF TRUST
(Continued)**

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