Skagit County Auditor, WA

AFTER RECORDING RETURN TO: Consumer Loan Servicing P.O. Box 1391 Walla Walla, WA 99362-2181

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 439266 NMLS ORIGINATOR IDENTIFIER: 951185

## **MODIFICATION AGREEMENT - DEED OF TRUST**

THIS MODIFICATION AGREEMENT ("Agreement") is made this 11th day of June, 2021, between BENJAMIN R. TILLER, AN UNMARRIED MAN, whose address is 516 35th Street, Anacortes, WA 98221 ("Grantor"), and Banner Bank - Burlington Branch whose address is 301 E Fairhaven Avenue, Burlington, Washington 98233 ("Lender").

Banner Bank - Burlington Branch and Grantor entered into a Deed of Trust dated April 23, 2020 and recorded on May 11, 2020, in Book 202005110002, Page 1, records of County of SKAGIT COUNTY, State of Washington ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 516 35th St, Anacortes, Washington 98221-3422

Legal Description:

Parcel ID/Sidwell Number: 3775-026-016-0004, P56742

Property Size: 1 acres.

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

· Increase in credit line limit to \$28,200.00.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guaranter or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

6-11-202	·
Benjamin R Tiller Date	
INDIVIDUAL ACKNO	OWLEDGMENT
STATE OF WASHINGTON  COUNTY OF SCOTT  On this day personally appeared before me Benjamin R Til who executed the foregoing instrument, and acknowledged act, and deed, for the uses and purposes therein mentical file.  My commission expires:  Notary Public, in and for the state of Washington, residing at  ACCOMPS	I that he/she signed the same as his/her free voluntary
(Official Seal)  Pamela Rene Johnson Notary Public State of Washington My Appointment Expires 01/16/2022	Recordation Requested By: WFG Lender Services 2625 Townsgate Rd, Suite 101 Westlake Village, California 91361
LENDER: Banner Bank - Burlington Branch  By: Heather Kuchera Its: Personal Banker	

## **BUSINESS ACKNOWLEDGMENT**

On this the 6 1-202 before me, Becky David a Notary Public, personally appeared Heather Kuchera, Personal Banker on behalf of Banner Bank - Burlington Branch, a(n) Washington-Chartered Commercial Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Personal Banker of Banner Bank - Burlington Branch, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: Himself and the state of Washington, residing at Notary Public, in and for the state of Washington, Notary Public

(Official Seal)

STATE OF

Notary Public State of Washington BECKY J.DUVALL COMM. EXP. NOV. 11, 2022 COMM. #150908

WASHINGTON

THIS INSTRUMENT PREPARED BY: Consumer Loan Servicing P.O. Box 1391 Walla Walla, WA 99362-2181