

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: 713585

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 8th day of July, 2021, between Jay Overway and Nancy Overway, husband and wife, whose address is 11023 Bayview Edison Rd, Mount Vernon, WA 98273. ("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 June 4, 2018 and recorded on June 5, 2018, filed for record in records of County of Skagit, State of Washington, with recorder's entry number 20180605065 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 11023 Bayview Edison Rd, Mount Vernon, Washington 98273-8215

Legal Description:

LOT 5 AND THE SOUTH 1/2 OF LOT 6, BLOCK 1, "A. SIEGFRED'S FIRST PLAT OF BAY VIEW, PADILLA BAY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED "A" STREET LYING BETWEEN LOTS 4 AND 5 IN BLOCK 1, A.

SIEGFRED'S FIRST PLAT OF BAY VIEW, PADILLA BAY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH REVERTED TO SAID PREMISES BY OPERATION OF LAW.

TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN BLOCK 1, A. SIEGFRED'S FIRST PLAT OF BAY VIEW, PADILLA BAY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH REVERTED TO SAID PREMISES BY OPERATION OF LAW.

EXCEPTING FROM ALL OF THE ABOVE, THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID VACATED "A" STREET

ADJOINING SAID LOT 5 AND SAID WEST 1/2 OF VACATED ALLEY, BLOCK 1, SAID PLAT OF A. SIEGFRED'S FIRST PLAT OF BAY VIEW, PADILLA BAY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel ID/Sidwell Number: Tax ID: 4069-001-006-0002, P71140

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 Line of Credit limit from \$100,000.00 to \$200,000.00.

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.

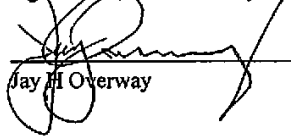
Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.


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.


Jay M Overway
Date 7/21


Nancy Overway
Date 7/18/21

INDIVIDUAL ACKNOWLEDGMENT

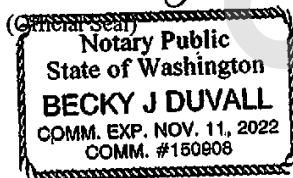
STATE OF WASHINGTON)
COUNTY OF Skagit)

On this day personally appeared before me Jay H Overway and Nancy Overway, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 7/8/2021

My commission expires: 11/12/2022
Notary Public, in and for the state of Washington,
residing at

301 E Fairhaven Ave
Burlington, WA 98233

Becky J Duvall
Becky J Duvall
Notary Public



LENDER: Banner Bank - Burlington Branch

Becky Duvall 7/8/2021
By: Becky Duvall Date
Its: Personal Banker

BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Skaigt)

On this the 7-8-21, before me, Heather Kuchera, a Notary Public, personally appeared Becky Duvall, 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.

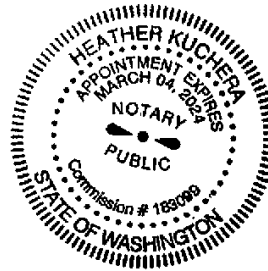
My commission expires: March 4, 2024

Notary Public, in and for the state of Washington,
residing at

Sedro Woolley, WA

Heather Kuchera
Notary Public

(Official Seal)



THIS INSTRUMENT PREPARED BY:

Consumer Loan Servicing
P.O. Box 1391
Walla Walla, WA
99362-2181