202109170070 09/17/2021 11:33 AM Pages: 1 of 4 Fees: \$206.50 Skagit County Auditor, WA

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

UTCO MODIFICATION OF DEED OF TRUST Reference # (if applicable): 201811020005 Grantor(s): 1. Malone, Jeffrey R

Additional on page ____

Grantee(s) 1. Banner Bank

Legal Description: Lot B, SP 17-83, Being Ptn SE 1/4 Of SW 1/4, 5-34-2 E W.M. Additional on page ____

Assessor's Tax Parcel ID#: 340205-3-009-0107 P20024

THIS MODIFICATION OF DEED OF TRUST dated May 27, 2021, is made and executed between Jeffrey R Malone; An unmarried person, as his separate property ("Grantor") and Banner Bank, whose address is Anacortes Branch, 1400 Commercial Avenue, Anacortes, WA 98221 ("Lender").

MODIFICATION OF DEED OF TRUST (Continued)

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 30, 2018 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded on November 2, 2018 in Skagit County, State of Washington under Auditor's File No. 201811020005.

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

Lot B, SKAGIT COUNTY SHORT PLAT NO. 17-83, as approved June 16, 1983, and recorded June 17, 1983, in Volume 6 of Short Plats, page 69, under Auditor's File No. 8306170001, records of Skagit County, Washington; being a portion of the West ½ of the East 60 rods of the South ½ of the Southeast ¼ of the Southwest ¼ of Section 5, Township 34 North. Range 2 East, W.M.,

EXCEPT that portion, if any, lying within Miller Road, as conveyed by road deed recorded under Auditor's File No. 156313, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

The Real Property or its address is commonly known as 7391 Miller Road, Anacortes, WA 98221. The Real Property tax identification number is 340205-3-009-0107 P20024.

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 30, 2018 in the original principal amount of \$496,000.00 from Grantor to Lender, and its substitution promissory note dated May 27, 2021, in the original principal amount of \$487,500.00 (which includes an additional advance of \$53,655.85) 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 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 relain as lable 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 27, 2021.

GRANTOR

LENDER:

Authorized Office

BANNER BANK

MODIFICATION OF DEED OF TRUST (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF <u>Washington</u> COUNTY OF <u>Stagit</u> This record was acknowledged before me on <u>National An unmarried person</u> , as his separate property.)) luy 2 202 by Jettrey R
Notary Public State of Washington CRYSTAL EDDY COMM. EXP. AUGUST 01, 2024 COMM. #137496	(Signature of notary public) Notary Lieut Servi Magr (Title of office) My commission expires: C-1-2024 (date)

MODIFICATION OF DEED OF TRUST (Continued)

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