

## 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: 1150978

**MODIFICATION AGREEMENT - DEED OF TRUST**

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 5th day of December, 2021, between Ronald Spencer and Susan M. Spencer, husband and wife, whose address is 1302 Mariners Pl, Anacortes, WA 98221. ("Grantor"), and Banner Bank - Mt. Vernon - Westside Branch whose address is 1301 Memorial Highway, Mount Vernon, Washington 98273 ("Lender").

Banner Bank - Mt. Vernon - Westside Branch and Grantor entered into a Deed of Trust dated April 9, 2018 and recorded on April 11, 2018, filed for record in records of County of Skagit, State of Washington, with recorder's entry number 201804110057 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 1302 Mariners Pl, Anacortes, Washington 98221-8704

Legal Description: Brief Legal: LOT 14, THE RESERVE AT CHANNEL LANDING, PHASE III

~~LOT 14, ???THE RESERVE AT CHANNEL LANDING, PHASE III,??? RECORDED MAY 5, 2014, UNDER AUDITOR???S FILE NO. 201405050073, RECORDS IN SKAGIT COUNTY, WASHINGTON.~~

~~SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.~~

See Attached Exhibit "A"

Parcel ID/Sidwell Number: Tax ID: 6017-000-000-0014, P131887

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 \$226,000.00 to \$510,000.00.

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.

RSSp 12/03/2021 Susan M. Spencer 12-03-2021  
 Ronald Selden Spencer Date Susan M Spencer Date

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON AZ  
 COUNTY OF Pima

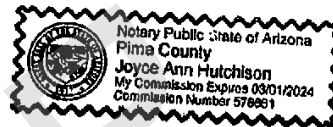
On this day personally appeared before me Ronald Selden Spencer and Susan M Spencer, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 12-3-21.

My commission expires: 3-1-24  
 Notary Public, in and for the state of AZ,  
 residing at

Joyce Ann Hutchison

Joyce Ann Hutchison  
 Notary Public

(Official Seal)



**LENDER: Banner Bank - Mt. Vernon - Westside Branch**

Jessica Tullman 12/16/21  
 By: Jessica Massingale Date  
 As: Personal Banker

## BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF SKagit )

On this the 12-6-21, before me, Jessica Culp a Notary Public, personally appeared Jessica Massingale, Personal Banker on behalf of Banner Bank - Mt. Vernon - Westside 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 - Mt. Vernon - Westside Branch, and that the foregoing instrument is the voluntary act and deed of the Lender.

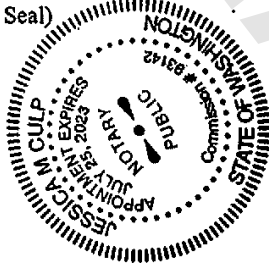
In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 2-25-23  
Notary Public, in and for the state of Washington,  
residing at

Skagit County

Jessica Culp  
Notary Public

(Official Seal)



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

**Exhibit A**  
**Legal Description**

LOT 14, "THE RESERVE AT CHANNEL LANDING, PHASE III," RECORDED MAY 5, 2014, UNDER AUDITOR'S FILE NO. 201405050073, RECORDS IN SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax ID: 6017-000-000-0014, P131887

THIS BEING THE SAME PROPERTY CONVEYED TO RONALD SPENCER AND SUSAN M. SPENCER, HUSBAND AND WIFE BY DEED FROM CHANNEL LANDING, LLC, A WASHINGTON LIMITED LIABILITY COMPANY DATED MAY 12, 2014 AND RECORDED MAY 16, 2014 UNDER 201405160059 OF THE SKAGIT COUNTY, WA RECORDER'S OFFICE.