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: 1289575

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 22nd day of March, 2022, between Jeremiah T. Aven and Jennifer L. Aven, husband and wife, whose address is 6478 Lillian Ln, Sedro Woolley, WA 98284. ("Grantor"), and Banner Bank - Bellingham - Barkley Boulevard Branch whose address is 1250 Barkley Blvd, Bellingham, Washington 98226 ("Lender").

Banner Bank - Bellingham - Barkley Boulevard Branch and Grantor entered into a Deed of Trust dated February 27, 2008 and recorded on March 3, 2008, filed for record in records of County of SKAGIT COUNTY, State of Washington, with recorder's entry number 200803030132 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 6478 Lillian Ln, Sedro Woolley, Washington 98284-8817

Legal Description: Brief Legal: LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. PL04-0703

See attached Exhibit A

Parcel ID/Sidwell Number: Tax ID: 350402-3-002-0400, P122773

Property Size: I 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 Line of Credit limit from \$100,000.00 to \$250,000.00.

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. Jeremiah T Aven INDIVIDUAL ACKNOWLEDGMENT STATE OF WASHINGTON Whatcom

On this day personally appeared before me Jeremiah T Aven and Jennifer L Aven, 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 3/22/2022

Notary Public

My commission expires: 5/10/2023

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

(Official Seal)

COUNTY OF

PAM J STACEY **Notacy Public** State of Washington Commission # 127353 Comm. Expires May 10, 2023

LENDER: Banner Bank / Bellingham - Barkley Boulevard Branch

By: Pamela Stacey Its: Personal Banker

BUSINESS ACKNOWLEDGMENT

STATE OF	WASHINGTON)	
COUNTY OF	Whatcom)).	
	. ,		

On this the 3/22/2023, before me, Kimberly Gelegier, a Notary Public, personally appeared Pamela Stacey, Personal Banker on behalf of Banner Bank - Bellingham - Barkley Boulevard 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 - Bellingham - Barkley Boulevard 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.

ly commission expires: July 9, 2025	Jimbuly Aslynse
lotary Public in and for the state of Washington	7

residing at Notary Public

hynden

(Official Seal)



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

Exhibit A Legal Description

LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. PL04-0703, AS APPROVED APRIL 20, 2005, AND RECORDED APRIL 27, 2005 UNDER AUDITOR'S FILE NO. 200504270112, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 'A OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

TOGETHER WITH:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON THE FACE OF SKAGIT COUNTY SHORT PLAT NO. PL04-0703, AS APPROVED APRIL 20, 2005, AND RECORDED APRIL 27, 2005, UNDER AUDITOR'S FILE NO. 200504270112, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax ID: 350402-3-002-0400, P122773

THIS BEING THE SAME PROPERTY CONVEYED TO JEREMIAH T. AVEN AND JENNIFER L. AVEN, HUSBAND AND WIFE BY DEED FROM PAUL Z. TAYLOR, AS HIS SEPARATE ESTATE DATED AUGUST 29, 2005 AND RECORDED SEPTEMBER 1, 2005 UNDER 200509010136 OF THE SKAGIT COUNTY, WA RECORDER'S OFFICE.