11/14/2022 08:42 AM Pages: 1 of 4 Fees: \$206.50

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 4th day of November, 2022, between Douglas K. Long and DeAnn W. Long, husband and wife, whose address is 5208 Tenneson Rd, Sedro Woolley, WA 98284 ("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 July 31, 2020 and recorded on August 12, 2020, filed for record in records of County of Skagit, State of Washington, with recorder's entry number 202008120005 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 5208 Tenneson Rd, Sedro Woolley, Washington 98284-8234

Legal Description: Brief Legal: PTN 31-36-5 E W.M. AKA PTN TR. 31, SURVEY 800321

See attached Exhibit A

Parcel ID/Sidwell Number: Tax ID: 360531-1-003-2100, P114785

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 Line of Credit Limit from \$25,000.00 to \$50,000.00.

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

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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.

and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between 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 term: 1Date INDIVIDUAL ACKNOWLEDGMEN STATE OF WASHINGTON Skagit COUNTY OF On this day personally appeared before me Douglas K Long and DeAnn W Long, 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 11-4-22 My commission expires: 3-4.24 Notary Public, in and for the state of Washington, residing at (Official Seal) WASHINGTON LENDER: Banner Bank - Burlington Branch By Heather Kuchera Its: Personal Banker

BUSINESS ACKNOWLEDGMENT

COUNTY OF SKAGLE

On this the 11-42, before me, BICLY DUVOLL, 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.

Notary Public

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

My commission expires: 11-11-26

Notary Public, in and for the state of Washington

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

301 Etaurhaven Ave Burnatan WA 98233

(Official Seal)

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

Exhibit A Legal Description

TRACT 31 OF THAT CERTAIN SURVEY OF A PORTION OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., RECORDED MAY 6, 1974, UNDER AUDITOR'S FILE NO. 800321, IN VOLUME 1 OF SURVEYS, PAGE 52, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THOSE PORTIONS THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACTS:

1.) BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 01*24*12* EAST, 506.94 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01*24'12" EAST, 268.97 FEET;

THENCE SOUTH 88*01'15" EAST, 580.02 FEET;

THENCE SOUTH 01°24'12" WEST, 172.26 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 855.80 FEET AN ARC DISTANCE OF 425.05 FEET;

THENCE SOUTH 72"26"13" WEST, 169.91 FEET TO THE TRUE POST OF BEGINNING.

2.) BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 01*24*12* EAST, 506.94 FEET;

THENCE NORTH 72°26'13" EAST, 169.91 FEET;

THENCE ALONG A CURVE HAVING 8 RADIUS OF 855.80 FEET AN ARC DISTANCE OF 441.68 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 88°01'15" EAST 839.37 FEET:

THENCE SOUTH 11'44'52" WEST, 337.03 FEET TO A POINT ON A CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH 50'03'23" WEST;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 888.24 FEET, AN ARC DISTANCE OF 583.20 FEET;

THENCE NORTH 77"33"46" WEST 280.86 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THOSE CERTAIN 60 FOOT STRIPS OF LAND DELINEATED ON THE FACE OF SAID SURVEY FOR SUCH PURPOSES.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax ID: 360531-1-003-2100, P114785

THIS BEING THE SAME PROPERTY CONVEYED TO DOUGLAS K. LONG AND DEANN W. LONG, HUSBAND AND WIFE BY DEED FROM DEANN W. LONG DATED JUNE 8, 2007 AND RECORDED JUNE 8, 2007 UNDER 200706080189 OF THE SKAGIT COUNTY, WA RECORDER'S OFFICE.