Skagit County Auditor, WA

When Recorded Mail To:

First American Title FAMS – DTO RECORDING 3 FIRST AMERICAN WAY SANTA ANA, CA 92707

FAT Doc. No.: 14676122

County: SKAGIT

Document Title(s)

MODIFICATION OF DEED OF TRUST

Reference Number(s) of related documents:
200607190062

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial) <u>HARGITT THERESA</u>

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial) HOMESTREET BANK

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

THE WEST 250 FEET OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST.

Complete legal on page 2

Assessor's Property Tax Parcel/Account Number

340205-0-018-0011(P19952)

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

Return To: HomeStreet Bank Attn: Single Family Asset Management 601 Union Street, Suite 2000 Seattle, WA 98101

Assessor's Parcel or Account Number: 340205-0-018-0011 (P19952)

Abbreviated Legal Description: SECTION 5, TOWNSHIP 34, RANGE 2; PTN. NW

MIN: 100272200002975584

Loan Number: 0000297558

MODIFICATION of DEED of TRUST

This Modification of Deed of Trust Agreement ("Agreement"), dated November 8, 2022, which is made by and between Theresa Hargitt ("Grantor"), HOMESTREET BANK ("Lender"), and Mortgage Electronic Registration Systems, Inc., as nominee for Lender, its successors and assigns ("MERS"), amends and supplements the Deed of Trust dated July 13, 2006 and recorded in Book or Liber , at page(s) , or under Auditor's File Number 200607190062, records of Skagit County, State of Washington, as may have been amended by any prior amendments or modifications thereto (the "Security Instrument"). The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Premises," located at 7150 Aqua Lane, Anacortes, WA 98221, the real property described being set forth as follows:

THE WEST 250 FEET O F SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.:

BEGINNING AT A POINT ON THE WESTERLY LINE OF STATE HIGHWAY NUMBER 536, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED AUGUST 23, 1956 AND RECORDED OCTOBER 1, 1956, UNDER AUDITOR'S FILE NUMBER 542252, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHERE IT INTERSECTS A LINE DRAWN PARALLEL WITH AND 864.4 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID STATE HIGHWAY TO A POINT ON SAID WESTERLY LINE WHICH IS 1442.3 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE WEST PARALLEL WITH SAID NORTH LINE 800 FEET, MORE OR LESS, TO A POINT 660 FEET EAST OF THE WEST LINE OF SAID SECTION 5; THENCE NORTH PARALLEL TO SAID WEST SECTION LINE 577.8 FEET, MORE OR LESS, TO A POINT WHICH IS 864.4 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE EAST TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 280 FEET THEREOF;

AND EXCEPT THE NORTH 127.8 FEET THEREOF.

TOGETHER WITH EASEMENT RIGHTS OVER AND ACROSS THOSE 30 FOOT STRIPS OF LAND AS CONVEYED BY DEED RECORDED JANUARY 23, 1976 UNDER AUDITOR'S FILE NUMBER 829158, AND AS RESERVED IN DEED RECORDED AUGUST 31, 1972, UNDER AUDITOR'S FILE NUMBER 773361, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Modification of Deed of Trust

EXCEPT THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED ON STATUTORY WARRANTY DEED TO RAY L. SIZEMORE, A SINGLE MAN, AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 9003150086; THENCE NORTH 88 DEGREES 03 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID SIZEMORE PARCEL, 61.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 44 MINUTES 07 SECONDS WEST, 0.90 FEET; THENCE NORTH 79 DEGREES 41 MINUTES 40 SECONDS WEST, 121.21 FEET; THENCE SOUTH 77 DEGREES 10 MINUTES 32 SECONDS WEST, 70.39 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SIZEMORE PARCEL AT A POINT BEARING NORTH 88 DEGREES 03 MINUTES 11 SECONDS WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 03 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID SIZEMORE PARCEL, 188.82 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED ON STATUTORY WARRANTY DEED TO WAYNE L. ABBOTT AND HOPE E. ABBOTT, HUSBAND AND WIFE, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 9108150114; THENCE NORTH 88 DEGREES 03 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID ABBOTT PARCEL, 61.20 FEET; THENCE SOUTH 66 DEGREES 44 MINUTES 07 SECONDS EAST, 66.01 FEET, MORE OR LESS, TO THE EAST LINE OF SAID ABBOTT PARCEL AT A POINT BEARING SOUTH 1 DEGREES 14 MINUTES 47 SECONDS WEST FORM THE POINT OF BEGINNING; NG SAID EAST LINE TO THE POINT OF BEGINNING.

On this date, Borrower (as defined in the Security Instrument) and Lender have entered into a Change in Terms Agreement amending the Promissory Note (as defined in the Security Instrument and hereafter referred to as the "Note"). In consideration of the mutual promises and agreements exchanged, the parties hereto agree that the Security Instrument is amended as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

The New Unpaid Principal Balance is \$182,256.23.

The Maturity Date is hereby changed to August 1, 2047.

Except as expressly modified above, the Security Instrument remains unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to require strict performance of the Security Instrument as changed herein, nor obligate Lender to make any future modifications. Nothing in this Agreement shall be understood or construed to be a satisfaction, release, or waiver in whole or in part of any provision of the Note or Security Instrument. It is the intention of Lender to retain as liable all parties to the Security Instrument 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 Agreement. Except as otherwise expressly stated, terms not defined in this Agreement have the same meaning as defined in the Security Instrument, as amended hereby.

STATUTORY NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

THE UNDERSIGNED ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND EXPRESSLY AGREE TO THE TERMS HEREIN.

Grantor	
Thurs Heigell	
Theresa Hargitt	
STATE OF $WhSH.$ SS	,
County of SKAGit	•
I certify that I know or have satisfactory evidence that	
Theresa Hargitt	
	id Individual(s) acknowledged that he/she/they signed this id voluntary act for the uses and purposes mentioned in this
Given under my hand and seal this 2 day of D	Ecember, 2022
C	Shilly Var
NALENCIA MANIA	Embery Valence
PUBLIC PU	Printed Name of Notary
2 40 Mg	Notary Public in and for the State of
PUB CONTROL OF	Residing at Skagit canty
COMMA * WINTER	My appointment expires 7 23 2625

Lender Acknowledgement

By: Ruthie Smith		
Its: First Vice President		
STATE OF Washington } County of King } I certify that I know or have satisfactory evidence that	SSS:	
Ruthie Smith (s) are the individual(s) who appeared before me, and said Individual(s) acknowledged that he shothey signed this instrument, on oath stated that he shothey is are authorized to execute the instrument and acknowledged it as the First Vice President of		
HomeStreet Bank	to be	
the free and voluntary act of such party for the uses and purposes mentioned in this instrument. Given under my hand and seal this 14th day of December, 2022.		
KEVIN WILLS Notary Public State of Washington Commission # 21009879 My Comm. Expires Feb 22, 2025	Signature Kevin Wills Printed Name of Notary Notary Public in and for the State of Washington Residing at Seattle	
	My appointment expires 02/22/2025	

MERS Acknowledgement

Mortgage Electronic Registration Systems, Inc., a Delaware corporation and nominee for Lender		
By: Adam Greenwood	<u> </u>	
Its: Assistant Secretary		
STATE OF Washington } County of King }	SS:	
I certify that I know or have satisfactory evidence that Adam Greenwood (S) are the individual(S) who appeared before me, and said Individual(S) acknowledged that (ne) she/they signed this instrument, on oath stated that (ne) she/they (S) are authorized to execute the instrument and acknowledged it as the		
Assistant Secretary	of	
Mortgage Electronic Registration Systems, Inc. the free and voluntary act of such party for the uses and purposes mentioned in this instrument. Given under my hand and seal this		
KEVIN WILLS Notary Public State of Washington Commission # 21009879 My Comm. Expires Feb 22, 2025	Signature Kevin Wills Printed Name of Notary Notary Public in and for the State of Washington Residing at Seattle My appointment expires 02/22/2025	