

**AFTER RECORDING RETURN TO:**  
Consumer Loan Servicing  
P.O. Box 1391  
Walla Walla, WA  
99362-2181

---

(Space Above This Line For Recording Data)

## MODIFICATION AGREEMENT - DEED OF TRUST

**THIS MODIFICATION AGREEMENT ("Agreement")** is made this 14th day of June, 2023, between Brian D. Johnson and Kathleen B. Johnson, husband and wife, whose address is 11872 Madrona Ridge, Anacortes, WA 98221 ("Grantor"), and Banner Bank - Anacortes Branch whose address is 1400 Commercial Avenue, Anacortes, Washington 98221 ("Lender").

Banner Bank - Anacortes Branch and Grantor entered into a Deed of Trust dated February 19, 2021 and recorded on March 19, 2021, filed for record in the records of the County of Skagit, State of Washington with Recording Number 202103190022 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 11872 Madrona Ridge, Anacortes, Washington 98221-0380

Legal Description: As said in Deed of Trust

**Brief Legal: LOTS 1-12, INCLUSIVE & LOTS 29-38, INCLUSIVE, BLK 18, FIDALGO BAY ADD. TO ANAC.**

Parcel ID/Sidwell Number: 3841-018-038-1005, P60720

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 in credit line limit to \$325,000.00.

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.

Brian D Johnson 6/14/23  
Brian D Johnson Date

Kathleen B Johnson 6/14/23  
Kathleen B Johnson Date

**INDIVIDUAL ACKNOWLEDGMENT**

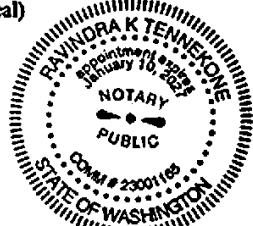
STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this day personally appeared before me Brian D Johnson and Kathleen B Johnson, 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 06/14/2023

My commission expires: 01/10/2027  
Notary Public, in and for the state of Washington,  
residing at  
1400 Commercial Ave,  
Anacortes, WA 98221

Pravindra K. Tennelone  
Notary Public

(Official Seal)



LENDER: Banner Bank - Anacortes Branch

Mitch Murphy 06/14/23  
By: Mitch Murphy Date  
Its: Personal Banker

BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this the 14<sup>th</sup> JUNE 2023, before me, RAVINDRA K. TENNEN, Notary Public, personally appeared Mitch Murphy, Personal Banker on behalf of Banner Bank - Anacortes 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 - Anacortes 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: 01/10/2027

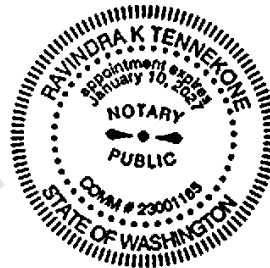
Ravindra K. Tennene

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

Notary Public

1400 COMMERCIAL AVE  
ANACORTES, WA 98221

(Official Seal)



NMLS COMPANY IDENTIFIER: 439266  
NMLS ORIGINATOR IDENTIFIER: 1267447

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